



MASTER AGREEMENT FOR TREASURY SERVICES





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Master Agreement for Treasury Services



ACCOUNT RECONCILIATION

Account Reconciliation improves the management and audit control of your Accounts by providing you with concise and timely reports on check activity and historical information. We can provide you with the following Account Reconciliation Services, in accordance with the descriptions set out herein.

Deposit Reconciliation

Your deposits made from multiple locations will be reconciled, while specialized deposit tickets will provide a unique identifying number for each deposit location, allowing specific location reporting.

Full Reconciliation

You can receive the status of both paid checks and outstanding checks, as well as stops, voids, and cancellations. Full Reconciliation matches and reconciles items paid against the account to your Issue File record. It can also validate stale dated checks and dollar minimums and maximums.

Partial Reconciliation

Partial Reconciliation provides a check register of all of your transactions (in electronic and/or paper report formats). Paid check data is provided in a readily usable format.

AUTOMATED CLEARING HOUSE (ACH) SERVICES

When utilizing our Automated Clearing House (ACH) Services, you may initiate credit and debit Entries destined for accounts at financial institutions across the nation. In addition, you may realize cost savings as paperwork (i.e. stop payments, re-issues, reconcilements) resulting from a paper check environment will be reduced significantly. Personnel time presently consumed performing these tasks may be reallocated to more productive activities. Your cash manager will also have greater control of your company's cash position.

ACH Services includes ACH transactions originated via Direct Transmission, Corporate Online Banking ACH Services (including but not limited to Quick Payments, Recurring ACH Payments, ACH Batches and ACH PassThru), as those terms are defined in the ACH Services Schedule.

Commercial Online Banking Quick Payments Services

The Commercial Online Banking Quick Payments Service allows you to initiate bill payments, transfers, payroll, and tax payments from your Account(s) via ACH (or via wire, which shall be governed by the Funds Transfer Services portion of this Agreement). Only credit ACH transactions are permissible, and all transactions must be prefunded.

Commercial Online Banking Bill Payment Service

The Commercial Online Banking Bill Payment Service allows you to initiate bill payments, transfers, payroll, and tax payments from your Account(s) via ACH. Third party vendors may process transactions under the Bill Payments Service on our behalf. Such third party processors are required to adhere to the Bank's security and privacy procedures.

We have no obligation to monitor payments made through the Bill Payment Service. If any Authorized User pays bills which are not yours from your Account, you assume the entire risk of loss and agree to indemnify and hold harmless the Bank and our directors, officers, employees and agents from all loss, liability, claims, demands, judgments, and expenses (including Legal Expenses) arising out of or in any way connected with such use.

You agree to only use the Bill Payment Service to pay bills, transfers or payroll, and not for any other purpose. Any unauthorized activity or establishing more than 999 payees may result in termination of access to Bill Payment Services. The Bill Payment Service is intended only for use by you. Any attempt to use the Service to process payments for third parties is strictly prohibited and will entitle us to terminate your access to the Service. You may pay anyone in the continental U.S. (including Alaska and Hawaii) using the Service, as well as the U.S. Territories of Guam, Puerto Rico, and the Virgin Islands.

By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some instances, we may submit payments to the best known payee address. When necessary, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing. We cannot guarantee your payment(s) will reach their intended recipient.

Master Agreement for Treasury Services



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

Compliance with Rules and Laws

You agree, with respect to all Entries, to comply with: the National Automated Clearing House Association ("NACHA") Rules, as well as those rules of the Federal Reserve which apply or govern the provision of these Services (collectively, the "Rules"). It is understood that our duties, rights and obligations with respect to the provision of the Services hereunder will be subject to and governed by the Rules. You represent and warrant that you are familiar with the Rules and agree to comply with the Rules and such amendments, modifications, and supplements as may from time to time be made thereto. Further, you acknowledge that you are aware that all Entries made under this Agreement are subject to all applicable laws and that you, as Originator, may not originate Entries which violate such laws, including those of the United States. Originator hereby represents and warrants 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.

Security Procedures

You agree that the origination, initiation or execution of any transfer or transmission by you under this Agreement, including among others the transfer or submission of any Entries or files to us, shall be carried out in accordance with, and subject to, the Security Procedures established by us or our designee and as are in effect from time to time and are being utilized in connection with the method of transmission or transfer selected by you. You acknowledge that you have been advised as to the Security Procedures in effect at the time of execution of this Agreement and you further agree that we (or our designee) shall be entitled to modify or alter such Security Procedures, in whole or in part, at any time and that you will be required to comply with the Security Procedures as modified or altered in order to continue to conduct transactions under this Agreement. You shall be responsible for complying with and maintaining the confidentiality of any such Security Procedures. We may rely upon the accuracy and validity of any instructions provided, or purported to be provided, by you to us, and shall not be liable for any costs or damages incurred by you or any other person in connection with any unauthorized instructions.

The Bank will verify the authenticity of each ACH file received by matching the received file information (Company Name & Dollar Amount of the file) against the transmittal information (which includes the Company Name and the Dollar Amount of the file) supplied by the client. Failure of the Company to provide transmittal notification, to the Bank, will result in Company being bound for any ACH file, received on their behalf, which the Bank receives and processes in good faith.

Commercial Online Banking ACH Module clients are also subject to the Security Procedures as defined in the **Commercial Online Banking** Service Schedule and the **Commercial Online Banking** User Guide.

Clients who send their ACH Files to the Bank through MOVEIT are also subject to the procedures as defined in the BOKF Transmission Services documentation. In addition, you agree to take adequate measures to guard against unauthorized access to your Company and User identification codes and will limit access to those authorized individuals with a need to know. You may establish additional user identification codes within your organization; however, you are fully responsible for any and all actions by such individuals as it relates to the Service and their use thereof. The Bank is hereby authorized to accept as authentic and act upon any message transmitted to and received by the Bank from you, when such message is transmitted to and received by the Bank in accordance with the **MOVEIT** procedures, including passwords and other means of access including both company and user identification codes. If you believe that your passwords or Company/User identifications have been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling a Commercial Client Professional at 800.878.7817 or writing to us at the address listed below under Errors and Questions. Commercial Client Professionals are available Monday through Friday during the hours of 7:30am CT to 5:30pm CT excluding national holidays. Unless otherwise required by law, Company agrees to indemnify and hold Bank harmless from all losses that may arise from unauthorized transactions.

Financial Information and Audit

We may from time to time request information from you in order to evaluate a continuation of the ACH Services to be provided by us hereunder and/or adjustment of any limits set by this Agreement and/or the ACH Services Schedule. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the ACH Service and to request reports from credit bureaus and reporting agencies for such purpose or any other legitimate business purpose, including your application for ACH Services and the annual review of all ACH Originators. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement, and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. In addition, you hereby agree to allow us to review available reports of independent audits performed at your location(s) related to information technology, the ACH Service, and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of you. If you refuse to provide the requested

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AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

financial information, or if we conclude, in our sole discretion, that the risk of continuing to provide the ACH Service to you is unacceptable, or if you refuse to give us access to your premises, we may terminate the ACH Service according to the provisions hereof.

Warranties

Any time you utilize an ACH Service, you make warranties to us that you have obtained appropriate authorization from 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 Rule 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 ("ARC"); Internet-Initiated Entries (WEB); ODFI Warranties on Telephone-Initiated Warranties ("TEL") and ODFI warranties with respect to International entities ("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.

Indemnity

You agree to indemnify us for any fines or liabilities imposed upon us for a Rules violation caused by your action or inaction or by breach of your warranties set out above.

Authorized Individuals

Before using the ACH Services, you will give us a list, in a form acceptable to us, of the persons authorized by you to perform certain functions with respect to such Services.

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:

- (1) The Third Party Service Provider shall agree:
 - a. to be bound by the NACHA Rules in effect from time to time;
 - b. that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and,
 - c. 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,
- (2) The Originator shall agree:
 - a. to assume the responsibilities of an Originator under the NACHA Rules;
 - b. that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and,
 - c. 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:

- a. Evidence the relationship of the parties;
- b. Provide for the parties' agreement to be bound by the NACHA Rules; or,
- c. 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.

Preparation and Submission of Entries and Delivery of Input Data

In order to initiate and settle your transactions on the dates you request, we must receive properly formatted Entry information by the applicable input deadlines as noted in the required ACH Transmittal Form. We may treat Entries transmitted to us after a deadline as if received on the next Business Day. We will have no liability or responsibility for or with respect to any loss, cost, expense or other consequences resulting from late or non-receipt of input from you. If we receive your Entries by the applicable processing deadlines, we will send Entries to the ACH processor for settlement on the Effective Entry Date.

Master Agreement for Treasury Services



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

Input data not delivered in accordance with the terms of this Agreement shall not be processed. If we determine that your input is unreadable or cannot be processed, we will notify you of such fact and request a replacement file, and you will indicate when a replacement file will be available. Replacement files must conform to the terms of this Agreement and be provided not less than two (2) Business Days prior to Settlement Date (as defined in the NACHA Rules). In the event a replacement file cannot be provided within two (2) Business Days prior to Settlement Date, we will advise you of available recovery options, if any.

Verification Procedures

ACH Originated Files

The ACH Transmittal (all non-Commercial Online Banking clients) or the Commercial Online Banking ACH Totals will be used to provide the Bank with the date, amount and # of items in your ACH file. This will be compared to all incoming file totals and your CCSR will be notified if there is an issue.

Client Receipt of Output Data

Output data is available to clients that have mutually agreed to this service during the Setup Process. Output data is available through Direct FTP Transmission or can be delivered to a client specified Value Added Network (VAN). Output data is available to clients for ACH Returns, Paperless Lockbox (incoming ACH transactions), EDI and RPPS Payment Consolidation.

Receiver Authorizations

Before initiating any debit or credit Entry to a Receiver's account, you will obtain in writing, from each Receiver the authorization to originate electronic debit or credit Entries to be posted to the Receiver's account at an RDFI. In addition, you shall:

- a. Retain all authorization forms for not less than two years after your receipt of written termination or written revocation of such authorizations;
- b. Provide notice to each recipient that a preauthorized Entry affecting the Receiver's account has been initiated or that a correcting Entry affecting the Receiver's account has been made; and
- c. Upon request from the RDFI, provide the RDFI with a copy of debit authorizations for Receivers whose accounts are maintained by that RDFI.

Prenotes

If an Originator chooses to transmit pre-notification Entries, it may not initiate live dollar Entries until at least six (6) Business Days following the Settlement Date of the pre-notification Entry. At the time of origination, you will provide us with a Prenote specifying the Receiver's name, identification number, account number, RDFI bank transit routing number and zero dollar amounts. Prenotes shall be sent by you to us via data transmission in order to permit the Receiving Bank(s) to verify the accuracy of the data prior to posting of actual transactions. Please note that financial institutions are no longer required to process Prenotes, but may choose to do so. The lack of a response on a pre-notification Entry does not warrant or imply that the entry you sent is valid or accurate and the first live entry could be returned.

Resubmission of Prenotes

In the event a Prenote is rejected by an RDFI, and you are so notified, you shall correct or remove the reason for rejection and resubmit another Prenote. You shall not submit any further Entries with respect to the Receiver in question until six (6) Business Days following the Settlement Date of the Prenote resubmission. If this Prenote resubmission procedure is not followed or the resubmitted Prenote is rejected, further Entries concerning the Recipient may not be accepted or processed.

Settlement of Accounts

Provided that you have met all conditions of this Agreement, including the relevant input deadlines on the designated Settlement Date, we will debit the settlement Account for all ACH credit Entries and credit the settlement Account for all ACH debit Entries submitted by you for the offset amount provided on the input media. The settlement Account will also be used for credits and debits incurred in connection with any reversed or rejected electronic Entries. Therefore, you shall maintain a balance in the settlement Account which, in our sole discretion, is sufficient to cover all foreseeable Entries. We will notify you from time to time of the balance which we deem necessary for this purpose.

ACH Risk Limit

You will fund your ACH transactions either via Pre-Fund or with an established ACH Risk Limit for your company. These limits, if applicable will be communicated to you during the setup process. The bank reserves the right to amend these amounts from time to time, based on periodic reviews of client activity.

Master Agreement for Treasury Services



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

Pre-Fund Settlement

Pre-Fund Settlement is the preferred settlement method for ACH Credit origination and is available to the Company. Prefunding requires that company agrees and accepts the following procedures:

The Company will meet the deadline for receipt by the Bank, of Credit Entries for ANY credit applications (including, but not limited to Payroll, Vendor Payments and Expense Reimbursements) currently established as 8:00 p.m., Central Time, one (1) or more Banking Days prior to the Effective Entry Date of the items in your file. Any change to this deadline will be communicated to the client. Any entries received by us after the applicable deadline may not be processed until the following Banking Day.

Pre-Fund Credit Entries:

You must have sufficient available funds in your account(s) to cover the total amount of your Credit Entries, at the time we receive your ACH file. We will debit your Account(s) for the total amount of your Credit Entries on the same day that your file is received. If you do not have sufficient available funds at that time, the Bank will have no obligation to process your Credit ACH file.

Pre-Fund Fees:

A \$50.00 fee will be imposed, if at the time your file is received, you do not have sufficient funds in your Account(s). These fees will be charged to you on your monthly account analysis statement.

Provided that you have met all conditions of this Agreement, including the relevant input deadlines on the designated Settlement Date, we will debit the settlement Account for all ACH credit Entries and credit the settlement Account for all ACH debit Entries submitted by you for the offset amount provided on the input media. The settlement Account will also be used for credits and debits incurred in connection with any reversed or rejected electronic Entries. Therefore, you shall maintain a balance in the settlement Account which, in our sole discretion, is sufficient to cover all foreseeable Entries. We will notify you from time to time of the balance which we deem necessary for this purpose.

Provisional Payments

Any credit given to you by us with respect to an ACH debit Entry is provisional until we receive final settlement for such Entry through a Federal Reserve Bank. If we do not receive such final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with such Entry and we may charge your Account for the amount previously credited. The party making payment, or to have made payment, to you via such Entry shall be deemed not to have paid you the amount of such Entry.

Erroneous Input

We have no obligation to cancel or amend any Entry after we have received it. If you send us a Reversal/Deletion Request within the time frames set out in the Rules and we are able to verify the authenticity of the Reversal/Deletion Request using the Security Procedures, we will make a reasonable effort to act on your Reversal/Deletion Request. We will not be liable to you if such Reversal/Deletion Request is not effected. You agree to indemnify us in connection with any such Reversal/Deletion Request as provided in UCC 4A. Your obligations under this provision will survive the termination of any ACH Services.

Rejection of Entries and Notification of Change

We reserve the right to reject any Entry that does not comply with the provisions of this Agreement or the applicable ACH Transmittal Form, including any ACH processing limits, or that we are unable to verify through use of the Security Procedures. We may also reject any Entry that may be returned for any reason under the Rules or if you have breached your payment obligation for any Service we provide to you. Upon notification that an Entry has been rejected by an automated clearing house or a RDFI for any reason, we will notify you as soon as practicable, and the rejected Entries will be returned and credited or debited to your settlement Account. We will send you written confirmation of such action. We assume no other responsibility with respect to such rejected or returned Entries. We are not obligated to pay interest for the period before you receive the notice of rejection. You agree that in the event the RDFI issues a notification of change with respect to, or otherwise returns or rejects, an Entry (or group of Entries), you will make the appropriate changes and we will not be obligated to initiate any Entries with respect to such Recipient until such changes are made.

Inconsistent Names and Numbers on Entries

You acknowledge that if any Entries identify a Receiver by both a name and an account number that an RDFI can make payment to a Receiver by account number, even if the name in the Entries differ from the name on the Account. We will send Entries to an RDFI based solely on the bank identifying number you provide, even if you provide us with a different RDFI name.



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

Suspension of ACH Origination Files

We reserve the right to suspend from processing a group of ACH batches initiated by you ("ACH Origination Files") for any of the following reasons:

1. The file is on prefund and you have an insufficient Deposit Account balance to cover the ACH Origination File amount;
2. The ACH Origination Files would cause you to exceed your established ACH debit or ACH credit risk limit; or
3. The ACH Origination Files contain Standard Entry Class Codes that have not been authorized for you.

Upon suspension of ACH Origination Files, we will notify you as soon as practicable, but assume no other responsibility with respect to such suspension. We may approve processing of a suspended ACH Origination File in our sole discretion, but are under no obligation to do so.

Electronic Data Interchange

Electronic Data Interchange ("EDI") produces standardized, machine-readable formats for routine business information, capable of being exchanged between businesses. These formats enable you to communicate with trading partners using an electronic medium, and enables information to be processed by computers without human intervention. If you are the recipient of EDI, you may receive consolidated, easy-to-read statements with complete information about your transactions.

CASH PROCESSING

Centralized Deposit Processing

Centralized Deposit Processing uses tamper-evident, disposable deposit bags that allow you to make commercial deposits at most banking locations while reducing the time spent on teller verification of deposits. You receive a teller-issued receipt at the time of your deposit and same-day credit for your deposits made prior to branch cutoff times. Such credit is subject to adjustment pending validation. Night depository capabilities are available at many locations. You are solely responsible for proper sealing and deposit of the deposit bags.

Cash Vault

Our Cash Vault Service provides you with a secure environment which can help reduce your exposure to loss or theft. Our commercial deposit services allows your high yield volume deposits to be verified and quickly converted to collected funds. You receive immediate availability for cash deposits (same day credit for deposits received by us by 3:00 p.m. in your time zone). Our coin and currency replenishment service fills your orders for coin and currency (rolls, straps, or standard bags). You can also place change orders up to seven days in advance, and standing orders so that cash can be replenished on a set schedule.

Vault Network

Our Vault Network gives you the ability to deposit large amounts of currency in most major cities in the U.S., regardless of whether we have a physical presence there. Adding deposit sites is subject to certain requirements and is at our sole discretion, and we make no guarantee that a particular city can or will be included in, or remain in, the Vault Network.

Our Vault Network gives you the ability to deposit large amounts of coin, currency, and checks in most major cities in the U.S., regardless of whether we have a physical presence there. Our Check Scanning Service allows you to leverage your existing armored courier service to pick up and process checks. If you don't currently have an armored courier service, you will need to contract directly with an armored carrier preapproved by us for this purpose. The armored courier will pick up your checks and take the checks to the courier's premises for scanning. The scanned checks will be provided to us over a secure network and will be deposited into your Account by the second day after being picked up by the armored courier.

You may not submit for deposit third party Checks, remotely created Checks, duplicate Checks, or Checks known to be fraudulent. You may not submit for deposit, without our prior written consent, "substitute checks" as defined by federal law or image replacement documents that purport to be substitute checks that have not been previously endorsed by a bank.

Maintaining vault network sites is subject to certain requirements and is at our sole discretion, and we make no guarantee that a particular city can or will be included in, or remain in, the Vault Network.

Master Agreement for Treasury Services



CASH PROCESSING (CONTINUED)

SafeSource

Our SafeSource Service allows you to receive provisional credits for amounts of currency you collect during a particular timeframe and prior to our receipt of the physical currency. To utilize this Service, you will contract directly with an armored carrier preapproved by us for the provision of a particular type of safe. You agree that the armored carrier will determine the placement of the safe for the purpose of installation, and will install the safe at each location where you will utilize a safe. On a daily basis, the safe transmits an electronic file to the armored carrier reporting the purported value of all currency deposited into the bill reader of the safe on that day. The armored carrier will transmit the electronic file to us each day, excluding weekends and bank holidays. Amounts inserted into the safe on weekends and bank holidays shall be transmitted to us on the Business Day following the weekend or bank holiday. The bill reader of the safe reads only Federal Reserve Notes printed by the United States Treasury ("currency"). The armored carrier shall be your agent and not ours, except as otherwise provided herein. The armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to us or our agent.

If provisional credit is requested, we will post to your Account the provisional credit indicated in the electronic file sent to us by the armored carrier. Provisional credit is posted only for the currency inserted into the bill reader and not for, without limitation, coins, checks, coupons, mutilated currency or other items inserted into any compartment of the safe other than the bill reader. You shall handle all items not inserted into the bill reader as a separate deposit. Upon pickup of the currency, the armored carrier will verify the amount of currency deposited into the bill reader, at which point the armored carrier shall be acting as our agent and not yours. If a discrepancy between the amount of the physical currency collected in the bill reader and the provisional credit is discovered, we shall debit/credit your Account accordingly. You must cause the armored carrier to deliver the physical currency for which you received a provisional credit within the applicable timeframe that is dependent on the pickup frequency agreed to between you, the armored carrier, and us, which in no event shall be greater than fifteen calendar days after you receive the provisional credit. Any physical currency not received by us within fifteen calendar days after you receive the provisional credit will be debited from your Account without further notice.

We shall not be responsible for the safe or any aspects of the Service provided by the armored carrier. You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of any nature whatsoever, including, without limitation, Legal Expenses arising directly or indirectly from your failure to maintain sufficient funds in your Account to cover any obligations incurred hereunder. You acknowledge and agree that all currency inserted into the bill reader is held in trust solely for the benefit of us, and you have no right, title and interest in the currency inserted into the bill reader. You further acknowledge and agree that the provisions contained herein are enforceable against you regardless of whether you own or lease the safe located at any of your locations.

NOTE:

IN ADDITION TO AND WITHOUT LIMITING ALL OTHER DISCLAIMERS OF WARRANTY IN THIS AGREEMENT, WE DISCLAIM ANY RECOMMENDATIONS WITH RESPECT TO THE SAFE. WE FURTHER DISCLAIM ANY WARRANTIES OF THE SUITABILITY OF THE SAFE, ITS DURABILITY, ITS CONDITION, ITS QUALITY AND/OR ITS RELIABILITY. WE SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE SAFE OR ANY ELECTRONIC TRANSMISSION, HOWEVER ARISING, OR THE USES THEREOF OR THE FAILURE OF ANY OPERATION THEREOF. NO REPRESENTATION OR WARRANTY MADE BY ANYONE WHO IS NOT A SIGNATORY TO THIS AGREEMENT, AS TO THE SAFE OR ANY OTHER MATTERS, SHALL BE BINDING UPON US OR IMPOSE ANY LIABILITY UPON US NOR SHALL THE BREACH OF SUCH RELIEVE YOU OR IN ANY WAY AFFECT ANY OF YOUR OBLIGATIONS TO US HEREIN. IF THE SAFE IS NOT SATISFACTORY FOR ANY REASON, YOU SHALL NOT MAKE ANY CLAIM ON ACCOUNT THEREOF AGAINST US. REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIMS WHATSOEVER AGAINST US FOR LOSS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES.

In addition to the other warranties in this Agreement, you represent and warrant that: (a) you will obtain the right from the armored carrier to provide a copy of the agreement between you and the armored carrier to us, (b) you have given all necessary consents and approvals to the armored carrier allowing the armored carrier to provide us with the deposit information from the electronic file; (c) you and/or the armored carrier as your agent shall safeguard the currency until it is physically delivered to us or our agent, and (d) you will immediately notify us, and you will cause the armored carrier to immediately notify us, if there has been any breach of security.

CHECK IMAGING SERVICES

Our Check Imaging Services provide you with Images of paper items, including checks, deposit slips, deposited items (only available through Internet-based access) and credit and debit memorandum posted to specified Accounts. These Images may be made available for access by CD-ROM and/or through an Internet-based product. Our CD-ROM product is a powerful database query program designed to assist in locating and reviewing Account data and Images from a local computer. Our web-based product allows you to view Images of checking Account items via the Internet as quickly as one day after we post them to your Account. The main purpose of these products is to quickly answer questions regarding amounts, deposit dates and other issues related to checks.

Master Agreement for Treasury Services



CHECK IMAGING SERVICES (CONTINUED)

Under the CD-ROM access method, you will receive CD-ROMs 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 Internet access method, we will provide your System Administrator with the Internet hyperlink and Login Information necessary to perform searches and to set up access for other Authorized Users. The System Administrator will have full authority to act on your behalf and to create, train and maintain Authorized User accounts and to permit or restrict Image access to authorized Accounts.

You agree that logging in using strong security passwords is a commercially reasonable Security Procedure for verifying the source and validity of communications. You agree to take reasonable precautions to safeguard Login Information so that only the System Administrators and/or Authorized Users shall have the ability to access the 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 available. We may assess a fee 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 Check Imaging Service 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.

FRAUD LOSS PREVENTION SERVICES

In order to reduce the risk of loss in your Accounts from fraud, we endeavor to protect your online experience by requiring the use of Trusteer's Rapport product and by offering the Positive Pay Service and features that enhance security when using the ACH Service, as described below. Trusteer helps to protect against the threat financial malware poses to online system and, as specified in the "Special Security Requirements" section, is required for any users accessing the Commercial Online Banking system. Positive Pay, allows you to protect your paper checks from fraudulent activity. Various ACH options let you specify the level of protection you want from unauthorized ACH Entries.

Positive Pay

Positive Pay is a process through which we work together to detect check fraud by identifying items presented for payment which you did not issue. Additional features of Positive Pay include:

- **Return All or Pay All** default options
- **Stale Date Limit.** Identifies Customer-defined, stale dated checks for exception processing.
- **Dollar Amount Limit.** Pulls checks as exceptions which are outside a Customer-defined dollar range.
- **Cashed Checks Protection.** Checks presented to our tellers for cash are verified against the check Issue File.

How Positive Pay Works

Each Business Day you provide us with an Issue File containing a list of checks which you indicate will be issued on the Account by you as more fully described in the Positive Pay Service Schedule. On each Business Day, you agree to use Commercial Online Banking to view an Exception Report containing all checks presented to us for payment on the prior Business Day and which we have identified as Exception Items based on the information you have provided to us. Images of your Exception Items will be available through this Exception Report. Exception Items are determined by comparing checks (as encoded) presented to us by other depository institutions for payment with lists of



Master Agreement for Treasury Services



FRAUD LOSS PREVENTION SERVICES (CONTINUED)

checks issued or canceled by you which you transmit electronically to us each Business Day in the Issue File in the time and manner specified in the applicable Service Schedule.

On the same day we report Exception Items to you, you must notify us in a Response Report, by the deadline specified in the applicable Service Schedule, which checks you would like us to pay or which to dishonor and return as having been deemed by you to be fraudulent or stale dated. If you fail to notify us by the deadline specified in the Positive Pay Service Schedule or during the Setup Process, we will handle the Exception Items in accordance with the prescribed default procedure (in the Service Schedule you will make an election for a default procedure in which we will either 'Pay All' or 'Return All' Exception Items in the event that there are no instructions from you to the contrary). Our deadlines, format, default procedures and procedures for acknowledging pay and return requests are described in the Positive Pay Service Schedule, which you agree to be bound by.

Any check presented to a teller for cash or immediate credit that is among those checks set forth in your Issue Files received by us through the previous Business Day and that has not been previously paid, will be paid or credited.

With respect to each check presented to a teller for cash or immediate credit which is not listed on your Issue Files submitted to us through the previous Business Day, or is on such Issue Files but has been previously paid, we shall be entitled to refuse to cash such checks or give immediate credit therefore, return the checks to the presenting party and refer the presenting party to maker (unless you have selected Reverse Positive Pay/Check Return, which Service shall be governed by the terms relating to Reverse Positive Pay/Check Return set out below).

Authorized Representatives

During the Setup Process for the Positive Pay Service, we will mutually agree to a list of the persons authorized by you to perform certain functions in connection with the Positive Pay Service. We may rely on any communication received from a person purporting to be an Authorized Representative.

TransformIt

TransformIt is a file re-formatting application we can use on your behalf to properly format the issued check data from your accounting system.

Self-Authenticating Check Option (SafeCheq)

The use of Self-Authenticating Checks eliminates the need to produce and transmit the Issue File to us. Exception Reports and Response Reports are still used with this Service.

Acknowledgements

You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure in the Service Schedule and you agree that the transmission means and verification method we use are commercially reasonable and that we exercise ordinary care whenever we rightfully pay or return an Exception Check consistent with the provisions of this Agreement.

You acknowledge that a Check Issue File, or in the case of Self-Authenticating Checks the Check itself, and any Response Report received by us that purports to have been transmitted or authorized by you will be deemed effective, as long as we comply with the agreed upon Security Procedure whether or not the transmission was fraudulent or erroneous in any respect. A Check Issue File, or in the case of Self-Authenticating Checks the Check itself, and any Response Report that is transmitted to us constitutes your signature for purposes of determining whether a check is properly payable. By transmitting the Issue File or printing a Self-Authenticating Check you expressly warrant that all checks that match the information in the Issue File are properly payable.

In addition, we will have no liability for payment of a check which is unauthorized, altered or fraudulent in any respect if:

- a. The check is included in an Exception Report;
- b. You have not selected a Return All default for Exception Items and either;
 1. You do not give us timely instructions in a Response Report to return the check; or,
 2. You instruct us in a Response Report to pay the check.

In the event of payment of an Exception Check in these circumstances you waive any right you may have to assert that the Exception Check was not properly payable under UCC section 4-401.

Master Agreement for Treasury Services



FRAUD LOSS PREVENTION SERVICES (CONTINUED)

If we dishonor an Exception Check in accordance with your election of a Return All default option or in response to your Response Report, the dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under UCC section 4-402.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return such check.

NOTE:

IF YOU DECLINE TO MAKE USE OF OUR POSITIVE PAY SERVICE OR FAIL TO MEET YOUR APPLICABLE ISSUE FILE OR RESPONSE REPORT DEADLINES IN THE SERVICE SCHEDULE, YOU ALSO ACKNOWLEDGE THAT, AS BETWEEN YOU AND US, YOU WILL BEAR THE FULL LOSS ON CHECKS WHICH ARE DRAWN ON YOUR ACCOUNTS WITH US AND PAID BY US IN GOOD FAITH IF THE CHECKS ARE COUNTERFEITS OR BEAR ANY UNAUTHORIZED ALTERATIONS, EVEN IF SUCH CHECKS WOULD OTHERWISE BE EXCEPTION ITEMS.

You acknowledge that our Positive Pay Services are intended to be used to identify and return checks which you suspect in good faith are fraudulent or stale dated. They are not intended to be used as a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent. If we suspect or deem, in our sole discretion, that you are using these Services contrary to those intentions, we may require you to provide evidence that checks we return pursuant to your instructions or the return default, if applicable, were in fact fraudulent. In addition, we may hold you liable for losses we sustain on checks which we are requested to return under these Services and which you do not reasonably establish as fraudulent checks.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of Exception Items if Image items are unavailable, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions in a Response Report.

Reverse Positive Pay/Check Return Service

With this Service, we will provide you with check Images and a list of checks presented for payment and paid on your Account on the previous Business Day. Your Authorized Representative(s), as indicated on the applicable Service Schedule, will have the opportunity to notify us of any item(s) you want to return. Such notification of returns will be limited by the times and conditions set forth in the applicable Service Schedule and will be governed by the Commercial Online Banking Terms and Conditions.

All checks on the report which you do not notify us to return shall be paid in the normal course of business by us. Your failure to notify us of any returns on a given Business Day shall be deemed an express authorization by you that such check(s) be timely paid and charged to the Account, regardless of whether such check(s), in fact, were properly payable, and such inaction by you shall constitute a waiver and release by you of any and all claims you may then or in the future have that such item(s) were not properly payable.

If you elect this Service, you are authorizing us to pay or deposit for immediate credit, as may be requested by a payee, any check drawn on your Account which is presented to a Bank teller by a payee. You acknowledge and agree that each check presented to one of our tellers for cash or immediate credit which is issued, or allegedly issued, by you on your Account shall be paid by us, and, except in the event of a lack of good faith by Bank or a failure by Bank to exercise ordinary care, shall be deemed by the parties to be a properly payable item, and you shall not subsequently contest the validity thereof. You agree, except in the event of a lack of good faith by Bank or a failure by Bank to exercise ordinary care, to indemnify and hold the Bank, its directors, officers, agents, and employees harmless for any and all claims, losses, liabilities, damages, or other obligations of whatsoever kind or nature (including Legal Expenses) which directly or indirectly arise out of, or are connected with, Bank's payment or deposit for immediate credit any check drawn on your Account which is presented to a Bank teller by a payee.

Automated Clearinghouse (ACH) Blocks and Filters

With our ACH Debit Blocks and Filters Services we work together to reduce the risk of fraud in the ACH setting. You can authorize certain transactions while protecting yourself from unauthorized ACH transactions.

ACH Debit Blocks are available on Customer Accounts to avoid unauthorized automatic debits. A debit block completely blocks a corporate Account and does not permit any debits to access the Account. These debits are then automatically returned to the initiator as denied.

For added convenience, ACH Debit Filters are available on Customer Accounts. Debit filters allow only pre-specified and authorized company ID's to ACH debit the Account.

You may select among six options. If you select Full Transaction Block, then all ACH items (both credit and debit) presented against your Account will be returned. With Full Debit Block, all ACH debits presented against your Account will be returned. With Full Credit Block, all ACH credits presented against your Account will be returned. With Partial Debit Block you give us the screening criteria for accepting particular debits.

Master Agreement for Treasury Services



FRAUD LOSS PREVENTION SERVICES (CONTINUED)

Unauthorized ACH debits will be returned automatically. You can place authorizations on particular companies where all Entries from that company can post. You also have the flexibility to authorize all Entries from a particular company under a specific transaction dollar limit.

ACH Positive Pay

Like traditional Positive Pay, ACH Positive Pay provides you with the tools necessary to proactively prevent "unauthorized" ACH transactions from posting to their accounts. This process involves maintaining a list of "pre-authorized" ACH transactions in which our system can then automatically compare against any transactions attempting to post to your Account. Any "rejects" are submitted to you for your decision.

If you select the ACH Positive Pay option, you identify the screening criteria for us to accept particular debits and these instructions are placed on our system. ACH debits that match your instructions will post to your Account daily. ACH debits that are unauthorized will be presented to you for your review, via the transmission method selected. After reviewing these debits you can instruct us to return them or to have them added to your list of authorized transactions. If your instructions do not reach us within the times specified, these items will automatically be returned. If you select the **PAY ALL** option, then all incoming ACH items are automatically paid. If you select **PAY ALL** rather than a **DEBIT BLOCK** option or **ONLINE POSITIVE PAY** you agree that as between you and us, you will bear the full risk of loss which would have been avoided by use of such a debit block Service.

The Transaction Block Services do not apply to transactions between you and us and we may pay Entries which you have authorized us to make against your Account, such as loan payments, whether or not you have included these in your Transaction Block criteria. If a provisional credit Entry to your Account is revoked before final settlement and final settlement is not received, we may charge your Account for any amount previously credited to your Account. The Originator of the credit Entry is considered not to have paid you. We may also pay any Entries, reversals or adjustments which we are required to accept under the NACHA Rules or applicable law or regulation.

FUNDS SWEEP SERVICES

The Services in General

Our Funds Sweep Services permit you to efficiently use excess balances to invest or pay down loans according to your written policies. In addition, these Services allow you to improve management control of cash flow while reducing your internal paperwork.

You may elect and we will provide certain Sweep Services for making investments which will consist of periodic transfers of funds into or from a Deposit Account specified by you. Specifically, we can provide any of the following Sweep Services for a given Deposit Account:

- a. Investment of your swept funds into and from an Account of any of the available mutual funds provided by us as indicated by you during the Setup Process (or otherwise by written instructions);
- b. Investment of your swept funds into securities pursuant to a Master Repurchase Agreement (the terms of such Agreement control with respect to this sweep option);
- c. Investment of your swept funds into an offshore Account held in your name and serviced by the Bank's Cayman Islands branch. If necessary, your funds can be swept into your BOKF Cayman Island branch Eurodollar Deposit Account daily through an interstate transfer. The BOKF Cayman Island branch Eurodollar Deposit Account is a US Dollar denominated account;
- d. Investment of your swept funds into an account established with the Bank and used for investment of Domestic Investment Cash Sweep;
- e. Investment of your swept funds into an Account established with the Bank and used for the investment of Fed Funds; and
- f. Use of your available funds to pay down your line of credit.

We reserve the right to limit provision of any of the Funds Sweep Services to you. You appoint us as your agent and specifically authorize us to act on your behalf for the purpose of sweeping funds from your Deposit Account into the specified Funds Sweep Service. You authorize us to debit and credit your Deposit Account each Business Day.

You may also choose to use our Loan and Funds Manager Sweep Services to maximize the use of your funds on a daily basis by automatic advance or pay down on your line of credit by the Loan Manager, or by adding the Funds Manager to include your Funds Sweep Service, allowing you to automate the means of managing your daily cash position.

You agree that your Deposit Account will, at all times, maintain a Target Balance which will consist of an amount mutually agreed to by you and us during the Setup Process. We will both review the Target Balance, as necessary, for the purpose of adjustment over time. Your Target Balance shall be sufficient to allow payment of: (i) Deposit Account activity charges; (ii) required minimum balances, including compensation balances; and (iii) such additional balances as you may request. You shall review your Target Balance as necessary for purposes of any adjustments thereto. Subsequent to all postings made to your Deposit Account each Business Day, we will determine (at our sole discretion) how much, if any, funds remain in your Deposit Account after subtracting the Target Balance to arrive at your available funds. To the extent you have any available funds; we will sweep those available funds into the Funds Sweep Service you have selected. We will not sweep funds when the balance of your Deposit Account is less than the designated Target Balance.



Master Agreement for Treasury Services



FUNDS SWEEP SERVICES (CONTINUED)

NOTE:

YOU ACKNOWLEDGE AND AGREE THAT ONCE YOUR AVAILABLE FUNDS ARE SWEEPED OUT OF YOUR DEPOSIT ACCOUNT, THEY ARE NO LONGER DEPOSITS AND ARE NO LONGER COVERED BY FDIC INSURANCE, AND NEITHER WE NOR OUR PARENT, AFFILIATES OR SUBSIDIARIES ARE LIABLE FOR ANY LOSSES YOU MIGHT INCUR WITH RESPECT TO THOSE FUNDS.

If the daily balance of your Deposit Account measured after postings on any given Business Day falls below your Target Balance, we will effect a redemption in the case of our Mutual Fund Cash Sweep Service or withdrawal in the case of our Repurchase Agreement or Fed Funds option. We will keep account of, as applicable depending upon the Funds Sweep Service you have selected, all investments, deposits, redemptions, withdrawals, accrued interest, accrued dividends, and your daily Target Balances. Interest, as applicable, will accrue daily and for the Mutual Fund Cash Sweep Service be paid as of the last day of the calendar month netted with the applicable service fees and applied to the account no later than the fourth Business Day of the following calendar month. For the Repurchase Agreement, Domestic Investment Cash Sweep, and Eurodollar Deposit Cash Sweep Services, interest will accrue daily and be paid monthly as of the last day of the month with such payment being made to the account of such selected Funds Sweep Service on the last day of the month. For the Fed Funds Purchased Sweep, interest at a rate administered by the Bank in its sole discretion will accrue daily and be paid every Friday, which will include accrued interest to that day (Saturday through Friday). If the Friday is a recognized bank holiday, interest will pay on Thursday, including Friday's accrued interest. The interest rate may be subject to change from day to day, and there is no specific interest rate or minimum return rate guaranteed. We will render to you a statement of account which reflects the foregoing activities, as applicable and relevant to your selected Funds Sweep Services.

We are not responsible for the payment of any taxes on your income which might arise from our provision to you of Funds Sweep Services under the Agreement. Upon termination of our Funds Sweep Services to you, we will liquidate your investments or deposits, as the case may be, and credit your Deposit Account accordingly.

Mutual Fund Investment Services

If you choose a Mutual Fund Cash Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

Your investment election during the Setup Process (or otherwise by written instruction) will be exclusively with one of the indicated mutual funds. You may change investment instructions by giving us written notice. Written notice must be received by us no later than two (2) Business Days prior to calendar month end for such change to be effective no later than the first Business Day of the following calendar month. You will have no direct access to your selected mutual fund but will have indirect access only through the Service provided to you under the Agreement.

Upon your direction, we will effect distributions of some or all of your investments by liquidating the underlying non-cash assets into cash and crediting your Deposit Account accordingly.

Please note that our service fees for Mutual Fund Cash Sweep Services are in addition to any fees and/or expenses levied by the mutual fund(s) as indicated on such mutual fund's prospectus.

We are under no obligation to review the underlying assets of your investments or to make recommendations to you as to their retention, purchase, sale or exchange. We are not responsible or liable for fluctuations in the yield of your investments. You understand that yields of the mutual funds will fluctuate, and there can be no assurance that any mutual fund will be able to maintain a particular stable net asset value per share.

We will not deliver to you any communications, information, plans for reorganization, election forms, proxies or similar materials which we may receive with respect to any investments unless a written request to forward a specific item is received by us from you. We will take action on matters only at your specific and reasonable direction. You acknowledge that you may have certain rights under Rule 14b-1(c) of the Securities and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990. With regard to those regulations, you may request us **not** to release your name, address, or share position to companies that might request such information.

You have requested, acknowledged receipt of, and have been given the opportunity to carefully review, a prospectus for the mutual fund in which you are investing, and you are relying exclusively on the representations made in the prospectus in connection with your decision to make investments in such mutual fund. You may obtain a prospectus by calling 1-800-762-7085. You acknowledge that we and our Affiliates provide services to the mutual funds. The prospectus describes such services and contains expense and other information on each mutual fund, including administrative and investment advisory fees paid to the investment management company, an SEC-registered investment adviser which is one of our Affiliates, as investment advisor and sub-administrator for the mutual funds. Although the funds seek to preserve the value of your investment, investments are subject to risk, including possible loss of principal invested, and it is possible to lose money by investing in the funds.

Master Agreement for Treasury Services



FUNDS SWEEP SERVICES (CONTINUED)

NOTE:

INVESTMENTS ARE SUBJECT TO RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTED. INVESTMENTS ARE NOT DEPOSITS OR OTHER OBLIGATIONS, ARE NOT INSURED BY THE FDIC, AND ARE NOT GUARANTEED BY US, OUR PARENT OR ANY OF OUR AFFILIATES. IN THE EVENT OF BANK FAILURE, THE FUNDS SWEEPED OUT OF YOUR DEPOSIT ACCOUNT BY THE MUTUAL FUND CASH SWEEP SERVICE WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

Repurchase Agreement Cash Sweep Services

If you choose the Repurchase Agreement Cash Sweep Services (Repos), then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above. The provisions of the SIFMA (Securities Industry and Financial Association) Master Repurchase Agreement executed by you also apply, as Repos are a sale of marketable securities from us to you wherein we agree to buy back the securities the next day at the same price plus interest. Interest shall accrue and pay monthly to the Account. By selecting the Repurchase Agreement Cash Sweep Services, you acknowledge receipt of the Master Repurchase Agreement and agree to its terms. We collateralize Sweep Repo balances up to \$100 Million per account. Swept balances equal to or over \$100 Million will not be collateralized. Repos are collateralized at 102%.

Investment of Funds into Repurchase Agreement

You direct and authorize us as your agent, on your behalf, to invest funds on a daily basis pursuant to the Repurchase Agreement in an amount equal to the available funds. The available funds are the funds in excess of your Target Balance. Until reaching the Target Balance in the Account, no investment of funds shall be made. Each investment shall be evidenced by a daily confirmation sent to you listing the securities purchased, and you shall be the owner of such securities until the maturity date listed on the confirmation. The yield for investments made pursuant to the Repurchase Agreement shall be that yield in effect for the Repurchase Agreement on the day of the investment by us. We shall not have any responsibility for fluctuations in the yield of the Repurchase Agreement investments.

Should the daily balance of funds in the Account at any time fall below the Target Balance, we will withdraw funds from your Repurchase Agreement investments in sufficient amount to maintain the Target Balance. For that purpose, you hereby authorize and direct us as your agent to withdraw the funds from your Repurchase Agreement for the purpose of maintenance of the Target Balance. We shall also withdraw funds from your Repurchase Agreement upon your request.

NOTE:

INVESTMENTS ARE SUBJECT TO RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTED. INVESTMENTS ARE NOT DEPOSITS OR OTHER OBLIGATIONS, ARE NOT INSURED BY THE FDIC, AND ARE NOT GUARANTEED BY US, OUR PARENT OR ANY OF OUR AFFILIATES. IN THE EVENT OF BANK FAILURE, THE FUNDS SWEEPED OUT OF YOUR ACCOUNT PURSUANT TO THE MASTER REPURCHASE AGREEMENT WILL BE TREATED AS SECURED CLAIMS.

Domestic Investment Cash Sweep Service

If you choose the Domestic Investment Cash Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

You direct and authorize us, as your agent, on your behalf, to invest funds available in your Deposit Account above your Target Balance, on a daily basis, into a US dollar interest-bearing account established with the Bank and used for the investment.

You will be charged a monthly fee, which is subject to change periodically. A miscellaneous service charge through account analysis, not as a direct debit to your Account, will be assessed.

Eurodollar Deposit Cash Sweep Service

If you choose the Eurodollar Deposit Cash Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

We will service your Eurodollar Account for the deposit and maintenance of your funds. You must, at all times during the term of the Agreement, maintain a minimum Target Balance of \$100,000 in your Eurodollar Account. We reserve the right to place a hold on the required Target Balance. Upon termination of the Agreement, we will liquidate your Eurodollar Account and credit your Deposit Account accordingly, including the liquidation of your Target Balance.

Deposits with respect to your Eurodollar Account are payable only at our direction through BOKF's Cayman Islands branch. Deposits at BOKF's Cayman Island branch with respect to your Eurodollar Account are not payable in the United States.

Regarding Form TD F 90-22.1, we believe the Department of Treasury would view a Eurodollar Offshore account as a 'financial account in a foreign country' but we are not providing tax or legal advice and we recommend you consult your tax advisor concerning whether you are required to file the form in association with your consideration of establishing a Eurodollar Account.



Master Agreement for Treasury Services



FUNDS SWEEP SERVICES (CONTINUED)

Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant of U.S. Treasury Regulations governing tax practice.)

NOTE:

YOU ACKNOWLEDGE THAT THERE ARE UNIQUE RISKS INHERENT IN THE DEPOSIT AND MAINTENANCE OF FUNDS IN INSTITUTIONS LOCATED OUTSIDE OF THE UNITED STATES, INCLUDING ACCOUNTS (SUCH AS YOUR OFFSHORE ACCOUNT) LOCATED AT BOKF'S CAYMAN ISLANDS BRANCH. INVESTMENTS IN OFFSHORE DEPOSITS ARE SUBJECT TO VARIOUS CROSSBORDER RISKS AND INVESTMENT RISKS, INCLUDING THE POTENTIAL LOSS OF PRINCIPAL INVESTED. SPECIFICALLY, BUT WITHOUT LIMITATION, ALL OF YOUR OFFSHORE FUNDS ARE AN OBLIGATION OF BOKF'S CAYMAN ISLANDS BRANCH AND THEY ARE NOT DEPOSITS INSURED OR OTHERWISE GUARANTEED BY THE FDIC, OR BY BOKF OR ANY OF BOKF'S AFFILIATES, OR BY THE UNITED STATES GOVERNMENT, OR BY ANY STATE GOVERNMENT OR AGENCY THEREOF. IN THE EVENT OF BANK FAILURE, YOUR OFFSHORE FUNDS WILL HAVE LESSER PREFERENCE THAN DEPOSITS MAINTAINED IN THE UNITED STATES AND WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

Fed Funds Purchased Sweep Service

If you choose the Fed Funds Purchased Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above. You direct and authorize us, as your agent, on your behalf, to invest funds available in your Deposit Account above your Target Balance, on a daily basis, into an account established with the Bank and used for the investment of Fed Funds.

You will be charged a monthly fee, which is subject to change periodically. A miscellaneous service charge through account analysis, not as a direct debit to the Account, will be assessed.

NOTE:

INVESTMENTS ARE NOT DEPOSITS OR OTHER OBLIGATIONS, ARE NOT INSURED BY THE FDIC, AND ARE NOT GUARANTEED BY THE BANK, ITS PARENT, OR ANY OF ITS AFFILIATES. IN THE EVENT OF BANK FAILURE, THE FUNDS SWEEPED OUT OF YOUR DEPOSIT ACCOUNT INTO THE FED FUNDS INVESTMENT ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

Fed Funds Sold Sweep Service

Correspondent banks may establish a credit line with us at a Fed Funds rate. The Fed Funds Sold Sweep Service gives the correspondent bank the ability to automatically sweep needed funds to and from their unsecured line to their Deposit Account without manual intervention. The Fed Funds Sold Sweep Service can be a single product or paired with the Fed Funds Purchased Sweep Service, allowing the correspondent banks to manage their Deposit Account without manual intervention. Correspondent banks complete applicable Fed Funds Credit Line agreements which are administered by Credit Admin and govern the credit line (whereas this Agreement governs the Fed Funds Sold Sweep Service). You will receive a weekly statement and interest only auto debit (required). The Interest due date is Saturday, so accrual is through Friday.

Loan Manager Sweep Service

If you choose the Loan Manager Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

You direct and authorize us to use available funds in your Deposit Account, in excess of your Target Balance, to pay down your line of credit if it has an outstanding balance. If your Deposit Account falls below the Target Balance and funds are available on the line of credit, Loan Manager advances funds against the line and credits your Deposit Account. We shall render a statement of account on a monthly basis, which will include line of credit payments. You agree to pay a monthly fee for the Loan Manager Sweep Service, which will be subject to change by Bank periodically. A miscellaneous service charge through account analysis (not as a direct debit to the Account) will be assessed. The line of credit is governed by the Corporate Credit Agreement, whereas this Agreement governs the Loan Manager Sweep Service.

Funds Manager Sweep Service

If you choose the Funds Manager Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

You direct and authorize us to use available funds in your Deposit Account, in excess of your Target Balance, to pay down your line of credit if it has an outstanding balance, or to invest funds in selected Sweep Investment options. If your Deposit Account falls below the Target Balance and funds are available on the line of credit, Funds Manager advances funds against the line and credits your Deposit Account, or advances funds from your selected Sweep Investment option. The line of credit is governed by the Corporate Credit Agreement and the applicable Sweep Investment agreement governs the investment, whereas this Agreement governs the Funds Manager Sweep Service.

Master Agreement for Treasury Services



FUNDS SWEEP SERVICES (CONTINUED)

NOTE:

IN THE EVENT OF BANK FAILURE, WHILE MONEY BELOW YOUR TARGET BALANCE REMAINING IN YOUR DEPOSIT ACCOUNT WOULD BE TREATED BY THE FDIC AS DEPOSITS FOR INSURANCE PURPOSES, FUNDS SWEEPED INTO INVESTMENT SWEEPS AND OR LOAN ACCOUNT ARE SUBJECT TO THE WARNINGS ABOVE.

FUNDS TRANSFER SERVICES

Our Funds Transfer Service provides your company the convenience of initiating money transfers from your BOKF Account to accounts elsewhere and may also be used to initiate transfers between your BOKF Accounts. The Funds Transfer Service has been designed to speed up collection and crediting procedures by transferring funds electronically on a same-day basis. Once an electronic transmission is sent, it is considered guaranteed funds by the initiating bank.

Uniform Commercial Code Article 4A governs your rights and obligations with respect to Electronic Funds Transfers except as otherwise specified in this Agreement; a Service Schedule under this Agreement; the Commercial Online Banking Online Terms and Conditions; or your Deposit Agreement.

NOTE:

YOU AGREE THAT IF A PAYMENT ORDER OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC 4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC 4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

Security Procedures

In using a Funds Transfer Service you agree to the Security Procedures specified in the Funds Transfer Service Schedule (and the Commercial Online Banking Online Terms and Conditions if you use Commercial Online Banking for funds transfers). In the Funds Transfer Services Schedule, you may authorize a different Security Procedure employed for Repetitive and for Non-Repetitive Payment Orders and different Security Procedures for transactions over an amount you designate. You represent and warrant each time you use a Funds Transfer Service that in light of your requirements, the Security Procedures are a commercially reasonable method of verifying the authenticity of your Payment Orders. The purpose of the Security Procedures is to verify the authenticity of Payment Orders delivered to us in your name. They are not for the purpose of detecting errors in your transmission of Payment Orders or in their content.

You authorize us to act on Payment Orders, even if they are unauthorized, if we comply with the applicable Security Procedure and act in good faith. In the case of a Payment Order authenticated by the Security Procedures, but which you indicate was in fact unauthorized, we may enforce or retain your payment to us for such Payment Orders. However, we may not enforce or retain your payment if you prove that the unauthorized Payment Order was not directly or indirectly caused by a person:

- a. who was entrusted at any time to act for you with respect to Payment Orders or the Security Procedures; or,
- b. Who obtained access to your transmitting facilities or who obtained from you information facilitating breach of the Security Procedures.

Inconsistent Names and Numbers on Payment Orders

You agree that if a Payment Order or cancellation thereof identifies the beneficiary by both name and an identifying or account number and the name and number identify different persons or account holders, execution and payment to the beneficiary or cancellation may be made solely on the basis of the identifying or bank account number. You also agree that if a Payment Order identifies an intermediary bank or the beneficiary's bank by both name and an identifying number and the name and number identify different persons, execution of the Payment Order by any bank may be made solely on the basis of the identifying number. Neither we nor any other bank has a duty to determine whether a Payment Order contains an inconsistent name and number.

Account Balances

You agree that you must have sufficient available funds in your Account or within any line of credit with us to cover your Payment Orders. Once we act on a Payment Order, other than to reject it, you are under an obligation to pay us the amount of the Payment Order. We retain the right at any time and without notice to require payment before we process your Payment Order. Any action by us in executing a Payment Order without first being paid does not waive our right to insist on payment before acting at any time in the future. If we do act on a Payment Order without first being paid by you, it is immediately due and payable without notice or demand. Nothing in this Agreement, nor any course of dealing, constitutes a commitment or obligation by us to extend any credit to you, make a loan to you, or advance funds to you to pay for any Payment Order.

If on any Funds Transfer Business Day there are one or more Payment Orders or other items payable against your Account, we may debit your Account for such Payment Orders and other items in any sequence in our discretion.



Master Agreement for Treasury Services



FUNDS TRANSFER SERVICES (CONTINUED)

Time for Making Payment Orders, Cancellations or Amendments

We must receive Payment Orders submitted by direct transmission via MoveIT, telephone or in writing not later than the time set forth on the Funds Transfer Services Schedule on a Funds Transfer Business Day in order for the Payment Order to be accepted on that day. If we receive a Payment Order after such hour, we may either treat it as if it were received before that hour or we may treat it as received at the opening of the next Business Day, at our sole discretion. We will give you notice of the acceptance of a Payment Order by posting the amount of the Payment Order to your Account. Prior to the acceptance of an outgoing Payment Order, the outgoing Payment Order may be canceled, amended or modified, if the Beneficiary's bank is located within the United States of America and the outgoing Payment Order is to be paid in U.S. dollars. Other outgoing Payment Orders may not be canceled, amended or modified. We must receive your cancellation or modification a reasonable time prior to the time we execute the outgoing Payment Order. We will make a reasonable effort to act on your modification or cancellation request, but we will not be liable if it is not effected. You agree to release and hold us harmless from any liabilities, claims, costs, expenses and damages of any nature we incur in connection with your request for modification or cancellation.

Acting on Payment Orders

We reserve the right to refuse to accept any Payment Order in our discretion. Notice of rejection of any Payment Order shall be deemed commercially reasonable in the circumstances if given orally, by telephone, by first class United States mail or private delivery Service, by electronic transmission or facsimile transmission. If we accept a Payment Order, we will use any means of transmission, intermediary bank, clearing house or funds transfer system we reasonably select to transfer funds.

Rules and Laws in Effect

Each Payment Order, cancellation or instruction relating thereto may be executed using the Fedwire of the Federal Reserve System or some other funds transfer system. You acknowledge that:

- a. Each Payment Order will be accepted and each cancellation and other Funds Transfer instruction will be processed in accordance with all applicable laws, regulations, system rules and government agency operating circulars, including without limitation, the Bank Secrecy Act, Regulation J of the Federal Reserve, and funds transfer and clearing house rules and clearing arrangements, as amended from time to time and as in effect at the time of your Payment Order, whether or not we are a party thereto ("Rules"); and,
- b. We have no right to reverse, adjust or stop payment or posting of a Payment Order which we have accepted, except to the extent, if any permitted by the Rules. You agree to comply with all applicable payment system rules.

Provisional Payments

Payment by us to your Account as beneficiary is provisional until we receive final settlement for the transaction. If no final settlement is received we may deduct your Account for the amount credited. We have the right to delay the availability of any amount credited if we believe that there may not be sufficient funds in your Account to cover a chargeback in the event the funds transfer fails.

Notice of Account Discrepancies

Information pertaining to your Payment Orders will be reflected in your Account statements. You agree to send us a notice in writing promptly after you first receive notice of a discrepancy in your records and ours. If you fail to notify us within 10 Funds Transfer Business Days, we will not be liable to you for any interest or for any compensation for any other loss or cost relating to an unauthorized or incorrect debit to your Account or other discrepancy.

Late or Improper Execution of Payment Orders

If we make a late or improper execution of a Payment Order or if we fail to execute a Payment Order, your relief is limited to that accorded by UCC 4A-305(a) and (b). We will not be liable for any consequential damages.

International Electronic Funds Transfer

Where feasible, we will reformat your instructions for SWIFT and relay it by SWIFT to the appropriate bank, subject to the Funds Transfer Business Day schedules for us, SWIFT, and the paying bank. Otherwise, we will use whatever means of medium we deem appropriate, including use of third-party facilities to relay your instructions to another bank. We reformat and transmit your instructions, and we have no duty to do so if your request is defective, incomplete, erroneous or inconsistent with the terms of this Agreement.

The Commercial Online Banking Foreign Exchange Rate Table will display certain currencies automatically on a daily basis. These posted rates are not final and may be subject to change. In addition, you may revise the exchange rate provided by our international wire department by providing a custom rate confirmation number.

Master Agreement for Treasury Services



GENERAL ACCOUNT SERVICES

Zero Balance Accounts

Our Zero Balance Account Service allows you to use your cash resources more productively and retain centralized disbursing authority. After checks and deposits have been posted, a zero balance or a Target Balance is maintained through an automatic transfer between an Account you designate as your master Account, and the collection or disbursement Account. The transfer amount will correspond with the net amount of activity, resulting in a zero balance (or Target Balance, as the case may be) in the collection or disbursement Account. You may associate a network of collection or disbursement Accounts with the master Account.

Domestic Collection

Through our Domestic Collection Service, we act as agent for you when processing non-cash items for collection. A Domestic Collection item is any item which the Bank has received for collection and for which settlement with the owner will be made only when the item is finally paid or returned. We act as your agent when processing a non-cash item for collection. Collection items vary greatly and are subject to instructions, ranging from simple and straightforward to technical and complex, as set out and determined during your Setup Process and mutually agreed to from time to time thereafter.

We offer three types of collections including Incoming Cash Collections:

- a. Incoming Cash Collections: Others trying to collect funds from you (Warrants, Payable Thru Drafts and NSF Checks).
- b. Process Incoming Non-Cash Collections: These do not process through the Federal Reserve (Oil & Gas collections, automotive drafts, insurance drafts and other non-cash items).
- c. Process Outgoing Collection Items: You are presented with a draft for payment (Oil & Gas collections, automotive drafts, insurance drafts, promissory notes, other miscellaneous items).

Your payments of drafts are required to be made by official check or a priority debit from a designated Account at the Bank.

Payable Through Draft

We will handle "payable-through-drafts" issued by you and drawn on the Account designated by you. You will fund such drafts the same day that we fund them, either by: (i) maintaining balances in the payable-through-draft Account sufficient to cover drafts as they are posted to that Account; or (ii) by establishing an automated funding arrangement to transfer funds from another demand Account you have at the Bank.

On each Business Day, we will present to you for payment drafts that we received the previous Business Day, along with a statement reflecting the posting of each item. None of our processing activities will be construed or deemed to imply that we have completed final payment of the drafts. Final payment of the drafts will be deemed to have been completed if you do not return them to us unpaid in accordance with the following section, "Returning Drafts Unpaid".

It is your responsibility to verify the signature on the draft and the endorsement, and the Bank shall not be liable for any claims, losses, damages, or expenses resulting from your failure to do so.

If your offices are closed on any Business Day, or if the drafts cannot be presented or delivered to you for payment for any other reason, you will hold us harmless for any loss that may occur due to the eventual late return of such drafts.

Returning Drafts Unpaid

If you elect to return a draft to us unpaid, it must be returned to us no later than 1:00 P.M. (Central time) on the Business Day following the Business Day on which we received the item for posting. Drafts must be returned to us on the same day they are presented to you in order to comply with statutory requirements for timely return of cash items. You must indicate on the face of each returned, unpaid draft the reason for non-payment in order for us to inform the original depositor the reason for the draft's return. We will credit your payable-through- draft Account for all drafts returned to us in accordance with this section.

Non-Payable Through Drafts

A "non-payable through draft" is a negotiable instrument that clears through the Federal Reserve much like a check and is issued by a government agency that may have a payable-through-draft arrangement with the Bank but funds are unavailable. This agreement is essentially a line of credit for specific items. Unlike normal payable through drafts, the word "Non" or "Not" must be stamped on the item.

Sub-Accounts

Sub-Accounts allow you to capture deposit activity and expenses at the store or location level, while providing a consolidated view or activity at a roll-up/master account level as well. You will be responsible for providing us with store or location numbers, and we will open Sub-Accounts for each. Transactions from each Sub-Account, detailed with a unique location code, roll up to the master (parent) Account.

Deposit Consolidation

With Deposit Consolidation, you can consolidate commercial deposits made at our banking centers in Oklahoma, Texas, New Mexico, Arkansas, Colorado, Arizona, and Kansas City into one Account on a same Business Day basis.



Master Agreement for Treasury Services



GENERAL ACCOUNT SERVICES (CONTINUED)

Return Item Services

Return Item – Special Instructions

The Bank's Returned Items service is virtually hands free and eliminates the labor and expense of tracking returned items. Customers have the ability to review Account status and check Images daily, which ensures the information needed is at your fingertips. There are multiple Reclear or Chargeback Options, re-presentment frequency flexibility, automated reporting, extended details, multiple location chargeback & reporting or the Re-Presented Check Entry option.

ReturnSource

ReturnSource provides online Web access to help reduce labor and expenses of tracking returned items, and gives Customers greater control over the incoming re-clear and chargeback process.

RCK Entries

Re-Presented Check Entries (RCK) Service is a single-entry ACH debit transaction used to re-present a paper check after the paper check has been returned for insufficient funds. We offer Specified Collection dates, daily reports, and accelerated processing cycles, as appropriate.

How RCK Works

When using RCK, you authorize and instruct us to create RCK ACH Entries on your behalf from an electronic file of returned checks that are eligible for electronic re-presentment under the NACHA Rules. To be eligible, a check must, among other things:

- a. Be in an amount less than \$2,500;
- b. Indicate on the face of the check that it was returned for insufficient or uncollected funds;
- c. Be dated less than 180 days from the date of the re-presentment;
- d. Be drawn on a consumer as opposed to a commercial account; and,
- e. Have been previously presented no more than twice in paper form or no more than one time in its paper form and one time as an RCK entry if the entry is a reinitiated RCK under NACHA section 2.12.

The creation by us of the RCK Entries on your behalf is subject to the provisions of the ACH Services section of this Agreement, including the Security Procedures provisions.

Your Obligations

With respect to any RCK Entries you are deemed to be the Originator under the NACHA Rules. As the Originator, you agree to follow all NACHA Rules and make all the warranties to us that we make as the ODFI – including but not limited to the following:

- a. The check has been presented no more than two times in paper form;
- b. You have good title to the check;
- c. All signatures on the check are authentic and authorized;
- d. The check has not been altered;
- e. The check is not subject to a defense or claim;
- f. You have no knowledge of any insolvency or bankruptcy of your customer;
- g. The check does not have any restrictive endorsement;
- h. You have notified your customer of the electronic check re-presentment policy including the fact that return items may be represented electronically and a return Service fee may be added and your customer has signed a written authorization to such effect; and,
- i. That you will maintain the front and back of the item to which the RCK entry relates for seven years.

We shall be entitled to rely on the foregoing representations and warranties. You shall indemnify and hold us harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any your breach of the foregoing representations and warranties.

NACHA RCK Rules and Laws

We act as ODFI and you act as Originator with respect to all Entries. With every RCK transaction you warrant that you have the appropriate authorization from the Receiver and that the RCK Entries conform to the authorization and comply with the NACHA Rules.

Centralized Check Returns

Our Centralized Check Return Service is designed to accelerate the processing cycle for checks being returned as insufficient or uncollected. Companies with multiple banking relationships can receive all returned paper checks from one single source.

Centralized Check Recovery is virtually hands free. With our web-based Service, you have the ability to review Account status and check Images at any point during the recovery process which ensures the information you need is at your fingertips.

Master Agreement for Treasury Services



GENERAL ACCOUNT SERVICES (CONTINUED)

Check Recovery Servicing

The Bank also partners with a third party to provide check recovery – offering a variety of collection options such as RCK, credit card or paper drafts, combined with Web Based reporting, viewing of check Images, professional and diplomatic notification letter series.

Controlled Disbursements

The Controlled Disbursements system matches the daily funding of disbursements with the day that checks issued from the Controlled Disbursement account are presented for payment, freeing up excess funds. Initial check totals and detail are available by 8:00 a.m. (CST), and final totals are available by 10:30 a.m. (CST). After the second clearing, no other checks clear that day (except in the event a check is presented over-the-counter for cash). Once the exact dollar amount needed to fund the Controlled Disbursement account is known, it is wire-transferred to us or funded through your Zero Balance Account (additional funding methods include ACH funding, an advance from a line of credit, or a transfer between your Accounts). The certainty regarding when checks will clear allows you to reduce the Account balances you maintain and makes your funds available for short-term borrowings or for increasing purchases or investments. The automatic funding of the Controlled Disbursement account means that no manual transfers are required.

Consolidated Payables

Consolidated Payables allows you to efficiently and securely outsource your account payable check printing and distribution. Your checks will be printed and mailed by our vendor utilizing your current payables print file. The payables file may also include electronic payments which will be automatically formatted into NACHA file format and transmitted to us on your behalf for processing. Additionally, a Positive Pay file can be created for the check payments. Various reports can be provided so you retain control of your payables process.

You agree that any Positive Pay Services or ACH Services shall be governed by the terms applicable to that Service. You retain all obligations set out herein to verify and validate ACH payments, as our vendor creates the electronic payment on your behalf and from the file and data supplied by you.

Corporate Cash Checking

Corporate Check Cashing allows you to authorize us to cash or deposit for immediate credit (as requested by the designated payee) checks drawn by you on a designated bank. Our responsibilities in handling such checks are limited to (i) forwarding such items to the designated drawee bank through the normal banking channels upon payment, and (ii) making reasonable efforts to determine the endorsements on such checks are not forged (by requesting proof of identity from the payee that bears payee's photograph and signature). We shall have no obligation to pay any check to any person other than the payee named on any such check. Our branches may make payment to the named payee in cash, by deposit, or otherwise.

You agree to release, indemnify and hold us harmless from and against any claims, losses, liabilities, damages or other obligations of whatsoever kind and nature (including Legal Expenses) which we may incur and which directly or indirectly arise out of, or are connected with, (i) our performance of the Corporate Check Cashing Service, including the payment of any checks, and (ii) your failure to notify us of a change to the designated drawee bank, routing transit number, and/or account number.

Money Order and Shareholder Check Processing

Money Order and Shareholder Check Processing allows you to authorize us to process any and all money orders and/or shareholder checks (for purposes of this Service, each an "Item" and more than one the "Items") issued by the you. Processing may include payment of the Item to the Federal Reserve Bank, or cashing or depositing the Item(s) for immediate credit to a payee's account. By selecting this Service, you authorize and direct us to process and, if applicable, to pay or deposit for immediate credit, as may be requested by a payee, any Item purported to be issued by you upon presentation by the payee named on such Item of proof of identity that bears payee's photograph and signature (such as a current driver's license). We shall have no obligation to pay any Item to any person other than the payee named on any such Item, and our responsibility in handling such Item is limited to making a reasonable effort to determine the endorsement is not forged by requesting the proof of identity detailed herein. You will pay us the standard processing charge for the Item processing and related activities (as published by us, which charges are subject to change from time to time).

You agree that you will fund Items the same day we process them, which may be done by wire transferring funds into the Account, by maintaining balances in the Account on which the Items are drawn sufficient to cover Items as they are cashed or posted to the Account, or by establishing an automated funding arrangement to transfer funds from another demand Account you have with us.

On each Business Day, we will provide Images of Items or a list of the Items that we processed that same day or during the previous Business Day, as applicable, for payment, along with a detailed statement reflecting the posting of each Item. None of our processing activities shall be construed to imply that final payment of the Items is completed. Final payment of each Item will be only be considered to have been completed if you do not indicate to us, in accordance with the following sentence, that the Item is to be returned to the original depositor unpaid. If you elect to return any Item unpaid, in order to comply with statutory requirements for timely return of cash items, a list of each returned Item(s) plus the



Master Agreement for Treasury Services



GENERAL ACCOUNT SERVICES (CONTINUED)

check number, date, account number, and reason for non-payment associated with each Item must be provided to us no later than 1:00 p.m. (Central time) on the day following the date the Item was received by us for posting. We must know the reason for non-payment in order to inform the original depositor of the reason the Item is being returned.

You agree to reimburse us for the full face value of all Items we paid, whether or not you are obligated to pay the full face value of the Item(s) to the payee(s), due to a lapse in time or otherwise. If on any Business Day, your offices are closed, or if for any other reason the list of Items processed cannot be delivered to you for payment, you agree to hold us harmless for any loss that may occur due to the eventual late return of such Items. You agree to release, indemnify and hold us harmless from and against any claims, losses, liabilities, damages or other obligations of whatsoever kind or nature (including Legal Expenses) which we may incur and which directly or indirectly arise out of, or are connected with: (i) our performance of the Money Order and Shareholder Check Processing Service, including the payment of any Items), and (ii) fraud by a payee including forgery.

COMMERCIAL ONLINE BANKING

Accessible via a secured Internet site and mobile app, which includes multiple levels of security and encryption, Commercial Online Banking provides complete account information reporting and transaction initiation services to corporations and correspondent banks. Using a personal computer and Internet connection or a supported mobile device, your company has access to this valuable information service 24 hours a day. We do not guarantee that all Commercial Online Banking features available through your computer will be available through mobile access.

This Agreement, the Commercial Online Banking Online Terms and Conditions, and the Deposit Agreement govern Services described in this Agreement that are accessed online, such as Electronic Funds Transfers, Online Positive Pay, Reverse Positive Pay/Check Return, stop payment orders, book transfers, loans, online statements, balance reporting, and ACH Transactions. Such Services shall be subject to the procedures and protocols specified in the online user help and documentation. You agree to abide by the terms of the Commercial Online Banking Online Terms and Conditions and the online user help and documentation and the procedures for use of the Service prescribed by us as they may be amended from time to time. By applying for the information reporting Services, you authorize us to provide information regarding your accounts with us and to follow your instructions in the use of the Service.

The assignment of the Commercial Online Banking Official Administrators must be made by a signer of the Treasury Master Agreement or one of the listed individuals on the Delegation of Authority Form. Your Commercial Online Banking Official Administrator(s), shall be responsible for the administration of Commercial Online Banking in your business environment, including adding and deleting users as applicable and assigning and monitoring permissions. The Commercial Online Banking Official Administrator will have full authority to act on your behalf and to create, train and maintain Authorized User accounts, and permit or restrict access to Commercial Online Banking. The Official Administrator can also provide oral or written instructions to us to add, change, or delete accounts or services from Commercial Online Banking, and we are entitled to act on such instructions. We will not be responsible for actions by you or your Commercial Online Banking System Administrator or any users added by him or her, and will not have any liability or responsibility for or with respect to any loss, cost, expense or other consequences resulting from such actions. We do not monitor or maintain a list of Authorized Users, which shall be solely your responsibility. You acknowledge and agree that your Official Administrator and any Authorized Users each has the authority to accept the Commercial Online Banking Online Terms and Conditions presented to them via the secured Internet site or the supported mobile device.

You agree that login using security passwords is a commercially reasonable Security Procedure for verifying the source and validity of communications. You agree to take reasonable precautions to safeguard Login Information so that only your Commercial Online Banking Official Administrator(s) as authorized pursuant to the Commercial Online Banking Schedule and/or Authorized Users, shall have the ability to access the 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 of any breach or other issues regarding Security Procedures. You agree, represent and warrant that in light of your requirements, the Security Procedures specified in the Commercial Online Banking Online Terms and Conditions and the online user help and documentation are a commercially reasonable method of verifying the authenticity of your Commercial Online Banking transactions. The purpose of the Security Procedures is to verify the authenticity of transactions made in your name, but are not for the purpose of detecting errors in your transactions. You authorize us to act on transactions effected through Commercial Online Banking, even if they are unauthorized, if we act in good faith.

The use of multi-factor authentication will be employed within certain workflows on Commercial Online Banking as an additional authentication for high risk transactions within specific Services. These Services and workflows are documented, and you agree that these are commercially reasonable security procedures. Additional information such as Guides, Security Awareness Publications, and Commercial Online Banking Secure/Best Practices are available within the Privacy & Security link as well as the online user help and resource center documentation link within Commercial Online Banking. As specified in the "Special Security Requirements" section, Trustee's Rapport product is required for any users accessing the Commercial Online Banking system.

Master Agreement for Treasury Services



COMMERCIAL ONLINE BANKING (CONTINUED)

Transporter

Transporter is a file export software that allows for unattended Commercial Online Banking sessions, where data files (Previous or Same Day files) are exported and saved into your accounting or treasury workstation applications. It allows you to save time by automating file exports and file sharing with other applications.

LOAN SERVICE

The Loan Service allows you to view your loan account balances at the Bank (each a "Loan Account") and transaction activity. Additionally, Authorized Users may make payments on Loan Account(s) by transferring funds from an Account and/or may request advances under Loan Account(s).

The loan information displayed and functionality available will vary based on the loan type. Not all Loan Account(s) may be eligible for transaction services and the ability to initiate transactions is available only to those clients that meet the Bank's eligibility requirements.

We strive to keep all information available through the Loan Service accurate and timely. However, the Loan Service will not reflect transactions that have not yet been posted and such information is subject to change to conform with additions, deletions or adjustments to the Loan Account(s). Nothing in this Agreement shall modify in any way any contractual obligations you have pursuant to the Loan Account(s) documentation. We may refuse to execute any transaction that we have reason to believe does not comply with the terms of the Loan Account(s) documentation and will have no liability to you for any such refusal. By using the Loan Service, you are authorizing us to withdraw, debit or charge the necessary funds from your Account at the time a payment is initiated through the Loan Service. Payments will be initiated only when sufficient funds are available in the designated Account.

LOCKBOX SERVICES

Our Lockbox Services are designed to accelerate Customer payments, reduce clerical expense, and improve management control. We offer an **Image Retail Lockbox Service** to high volume Customers and an **Image Wholesale Lockbox Service** to our lower volume Customers. Upon selection of Lockbox Services, we will process checks and other payment instruments, such as drafts, that are received at your Lockbox Address, which we will establish for you at a facility selected by us. You instruct your customers to mail remittances directly to your Lockbox Address and, acting as your agent, we pick up and process the mail at various times each Business Day, or when otherwise mutually agreed upon. Additionally, we offer **Remote Lockbox Capture**, which allows you to include remittance documents and checks directly to your Lockbox from your office by scanning remittance documents and checks on a desktop scanner and delivering the required Images and information to us or our designated processor. The scanned checks will be included in the lockbox deposit. This Service is subject to the terms of the Remote Lockbox Capture Addendum, which you will receive and agree to before receiving Remote Lockbox Capture Services, and which terms shall take precedence over this Agreement in the event of conflict. The provisions of the Financial Information and Audit Section under "Remote Deposit Services," below, apply Remote Lockbox Capture Services.

You authorize us and/or our agents to have unrestricted and exclusive access to the incoming mail delivered to your Lockbox Address for the purpose of collecting, processing, and depositing remittances into your Account. If we otherwise receive mail containing your lockbox number, we may, but are not obligated to, handle the mail as if it had been received at your Lockbox Address. We are not liable to you for losses you suffer if anything other than payment instruments is sent to the Lockbox Address.

We will perform Lockbox Services in accordance with this Agreement and the Deposit Agreement. We and/or our agents are authorized to take all action necessary or administratively efficient to carry out our obligations, including:

- a. Collecting mail from your Lockbox Address;
- b. Opening the envelopes, removing their contents, inspecting and processing such contents;
- c. Endorsing checks and optionally, if selected, processing payments made by credit cards; and,
- d. Making deposits to your Account in accordance with the deposit ticket and any law or regulation governing deposits.

We will provide to you an information package regarding daily payments processed and forward any non-payment materials to you with the deposit information.

In addition, we will maintain a record of all checks processed. This record will be available for deposit research and reconstruction on an exception basis, subject to our current fees for such Service. We will retain the record for one year, unless applicable state or federal laws or regulations require retention for a longer period. At the expiration of the retention period, we may destroy or discard this record. In the event of an error, you must notify us within fourteen (14) days after receipt of the information packet containing an error. Except to the extent prohibited by law, failure to notify us of errors within this time will relieve us of any and all liability.

Master Agreement for Treasury Services



REMOTE DEPOSIT SERVICES

Our Remote Deposit Services (Remote Corporate Capture and Commercial Mobile Deposit), allow you to make deposits to your Accounts from your office or elsewhere by scanning the front and back of your endorsed checks on a desktop scanner, or capturing such Images using our mobile app and your approved mobile device, and transmitting the required Images and information to us or our designated processor. In addition to this Agreement, these Services are subject to the terms of the Remote Corporate Capture Addendum or the Commercial Mobile Deposit Agreement, as applicable, both of which will require acceptance before receiving Remote Deposit Services, and which terms shall take precedence over this Agreement in the event of conflict. You acknowledge and agree that your Official Administrator and any Authorized Users each has the authority to accept the Commercial Mobile Deposit Online Terms and Conditions presented to them via the supported mobile device.

Image Cash Letter

Image Cash Letter Services will be provided according to the terms of this Agreement. You will provide captured check Images and check data (using your own methods and devices), including the magnetic ink character recognition (MICR) formatting information through electronic transmissions (the "Transmissions") to us in the format and specifications we require. You authorize us to process the Transmissions as may be applicable (as substitute checks, electronic images, or photos in lieu) for further clearing through any other financial institutions, clearinghouse, or Federal Reserve Bank (as substitute checks, electronic images, or photos in lieu). You agree you are solely responsible for the creation and transmission of these Transmissions to us. If any Transmission (including any source document) does not meet our requirements for processing or those of any transferee, you assume all risk of loss or delay in processing such Transmission. You also authorize us to either return the Transmission to you without further processing; process the Transmission as sent by you; process the items as photocopies in lieu of the originals; or repair or attempt to repair the Transmission for further processing; in our discretion, and without liability.

Transmissions must be received by the published deadlines, and files received after that time will be considered deposited as of the next Business Day. A Transmission will be deemed received when the entire file has been received by our system and made available to us to validate. Based on the size of the Transmission file, there may be a delay between the time you begin to send the file and the completion of the transfer. You agree to make every effort to send the Transmission as early in the day as possible.

You shall be solely responsible if any Transmission for which you have been given provisional credit is returned or reversed, and neither we nor our subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification, final settlement or return. You agree that we shall have no liability for the content of payment-related information as received from you. You shall be solely responsible for the original checks, including storage and retrieval. You agree to provide a legible copy of an Image or the original check if requested by us within five (5) Business Days of such request. If you are unable to provide the original or legible copy, you shall be liable for any associated loss or claim involving the check. You will not present a Transmission or the original or substitute Check more than once to us and shall be responsible for any and all losses or claims resulting from presenting such check or Transmission for payment more than once through any method.

You warrant and represent to us that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original check at the time each check was truncated; (b) each Transmission contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the check; (c) each Transmission conforms to the technical standards for an electronic item set forth in Regulation J and Federal Reserve Bank operation circulars, and for a substitute check set forth in Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original Check or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) you will not redeposit through this Service any Transmission representing a check previously deposited and returned to you; (f) you will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access or duplicate presentment; and (g) you will only create Transmissions for checks that originated as paper checks.

In addition to any other indemnification obligations set out herein, you agree to indemnify us for any loss or expense sustained (including Legal Expenses) resulting from any warranty or indemnity required to be made by us with respect to a check under applicable law or regulation, including the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J, Federal Reserve Bank operating circulars and clearing house rules.

Financial Information Audit

Provision of the Remote Deposit Services may require that we perform additional due diligence, financial evaluations, and/or site visits before we begin providing these Services or in connection with continuation of such Services. We may from time to time request information from you in order to evaluate a continuation of these Services to be provided by us hereunder and/or adjustment of any limits set by the Remote Deposit Services. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with the Remote Deposit Services and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement and any Remote Deposit Service Addendum, and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and



Master Agreement for Treasury Services



REMOTE DEPOSIT SERVICES (CONTINUED)

information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. In addition, you hereby agree to allow us to review available reports of independent audits performed at your location related to information technology, the Remote Deposit Services, and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in your audit. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that the risk of continuing to provide the Remote Deposit Services to you is unacceptable, or if you refuse to give us access to your premises, we may terminate the provision of the Remote Deposit Services to you.

SPECIAL SECURITY REQUIREMENTS

Trusteer Rapport

Trusteer's Rapport product is an essential and required part of the security structure that underlies our systems, like passwords, security questions, tokens, and other security measures. As financial malware becomes more sophisticated, protecting your Login Information and online activity against malicious activity is imperative. There is no cost to download, install, and use Rapport, and you are required to do so in order to use Commercial Online Banking. Keeping Rapport active and its default policy settings in place will ensure maximum protection against financial loss.

Rapport works by detecting and blocking malicious software, creating a barrier between your online activity and financial malware attacks and fraudulent websites. Downloading and use of the Trusteer Rapport software is governed by the terms of the Rapport license agreement which is provided to you with the software. We make no representation or warranty respecting the software, and you agree we are not responsible for any costs, claims, damages or losses arising out of or relating to in any way whatsoever to the downloading or use of the software, or your misuse or non-use of the software.

GENERAL PROVISIONS

General Obligations

Throughout this Agreement, "we" and "our" means the Bank, while "you" means the Customer. We are responsible only for performing the Services expressly provided for in this Agreement that you have selected during a Setup Process and/or on the Treasury Services Product Selection Form, and with respect to which you have executed a corresponding Service Schedule, if applicable. We may contract with an outside vendor in providing any of these Services.

With respect to any Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for loss of your data.

You are responsible for providing us, in writing and on a current basis, with the names and specimen signatures of your personnel authorized to communicate with us concerning matters covered by this Agreement and to provide direction to us in connection with the Services rendered hereunder. You are also responsible for informing us of any changes in internal operating procedures or changes in your business that may affect this Agreement or the Services rendered hereunder, including but not limited to the scope of authority of authorized personnel, identity of principals and/or owners, the form of business organization, or additional locations. We are entitled to rely on the most current information in our possession.

Additional Services and Service Changes

During the Term of this Agreement you may request additional Services. If we are willing to provide a requested Service and you execute a corresponding Service Schedule (if applicable), it will become a part of and subject to the terms and conditions of this Agreement, including any new terms and conditions necessary to govern the provision of the additional Service. You may request us at any time to change the processing instructions for any Service.

In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us (such as an amended or replacement Service Schedule), or be from an Authorized User. In addition, certain requests for changes may be subject to our approval. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

Amendments to this Agreement

Except as otherwise required by law, we may change, add or delete any of the terms and conditions in this Agreement or a given Service Schedule applicable to any or all Services from time to time and at any time in our sole discretion. When changes are made we will update you in accordance with the Communications provisions of this Agreement. Your continued use of or failure to terminate any Service or this Agreement after the effective date of a change will indicate your agreement to the change.

No amendments requested by you shall be effective unless received in writing by us and agreed to by us in writing.

Charges

Services

You will pay us for each Service you use according to our schedule of charges currently in effect for you, as may be amended from time to time, except as we may otherwise agree (in writing). At your request, we will provide you a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days' prior written notice to you, except that any increase in charges to offset any increase in fees charged to us by any Supplier for Services used in delivering any Service may become effective in less than 30 days.

You will receive a monthly Account statement. However, with respect to a savings Account, if there are no transactions in a particular month, you may not receive a statement monthly but you will receive a statement at least quarterly.

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Taxes

All Service charges are exclusive of sales, value-added excise and use taxes, stamp and other duties, tariffs, assessments, and other governmental charges imposed on any Service or Licensed Materials and not based on our net income. Such taxes, duties and charges are payable by you in addition to the fees.

Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice).

Currency Exchange Rates

If a transaction involves a currency other than the currency in which the relevant Account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer or debit date, as the case may be, in accordance with our normal procedures (including applicable Service Schedules and Setup Processes). Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations.

Overdrafts

We may, at our sole discretion, allow an overdraft to occur in your Account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any applicable overdraft charges. In no event shall the fact that we previously allowed an overdraft to occur obligate us to do so in the future. Additional terms and conditions contained in your Account Agreement may apply.

Payment for Services

Designated Account(s)

You must maintain and designate an Account(s) with us, which we will use for all payments and deposits and Service-related adjustments and charges. Except as may otherwise be provided, you must have funds available on deposit in your Account(s) sufficient to cover such obligations. We will, on a monthly basis, debit your Account with us for payment of charges due, and you authorize us to do so (even if such deduction causes an overdraft in the Account) unless you arrange another payment procedure acceptable to us.

Other Accounts and Setoff

In the event there are insufficient funds available in any designated Account to cover your obligations under this Agreement, you agree that we may debit any Account, including any overdraft line of credit or other arrangement, maintained by you with us or that we may set off against any amount we may owe you in order to satisfy your obligations under this Agreement. You agree to pay any collection costs (including Legal Expenses) which may be incurred by us should you fail or refuse to pay any charges owing to us under this Agreement.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

Communications

General

All notices or advices required or permitted to be given by you to us pursuant to this Agreement shall be given in writing, addressed to us at (Insert Address).

All notices or advices required or permitted to be given by us to you pursuant to this Agreement shall be given in writing as described in this paragraph. All such notices and advices shall be delivered through mail, electronically, or by other available means. Electronic delivery may include sending an e-mail sent to the e-mail address specified on the Authorization and Agreement form you return to us or otherwise provided to us as the e-mail address to which notice or advices should be sent, or posting the information on our website. Delivery by mail shall be addressed to you at the applicable address specified on the Authorization and Agreement form you return to us (unless another address has been provided to us in accordance with this Agreement).

Such notices and advices shall be deemed to have been given when mailed, sent electronically, or otherwise made available to you. The person receiving such notices and advices is responsible for providing copies to such other persons in your organization with access to the Services or who may have a need to know the information contained therein. If there is more than one authorized signatory on your Account, we may send notices and advices to any one of them.

You or we may change the address for notification purposes in conjunction with your Accounts or particular Services by giving the other party prior written notice of the new address and the date upon which it will become effective. You agree that you will notify us immediately in the event of any change to the address (es) (both physical and electronic) specified on the Authorization and Agreement form you return to us. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it.

You agree that we may electronically monitor and/or record any telephone communications with you as permitted by law.

Oral Instructions

Except as otherwise provided in this Agreement, we may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list or Schedule from you of persons authorized to give such instructions. You will update this list or applicable Schedules from time to time as necessary to reflect any changes in authorized persons. Except as otherwise expressly stated in this Agreement, we are not required to act on any instruction from any person or to give notices to any person.

Confidentiality

Our Obligation

We acknowledge that information we obtain from you in connection with any Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with BOK Financial Corporation's Privacy Policy located on our website.

We shall restrict disclosure or use of Customer Information to our Affiliates, employees or agents who are involved in performing our obligations under this Agreement. We shall use Customer Information solely for the purposes expressly set forth in this Agreement. We shall not, directly or indirectly, disclose, sell, give, or otherwise transfer or make available Customer Information to any third party, except as necessary to perform pursuant to this Agreement or as permitted by law. Upon termination of this Agreement, we shall cease use of Customer Information, and may destroy Customer Information, except that which is necessary for tax, audit or legal requirements.

We may contract with others to provide data transmission, storage or other services to us. In the event we disclose Customer Information to a third party in order to perform according to this Agreement, we shall limit disclosure to that necessary to perform, and we shall require such third party to abide by the terms and conditions relating to Customer Information set forth herein.

Your Obligation

You acknowledge our claim to rights in the Licensed Materials and that the Licensed Materials constitutes our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Licensed Materials is confidential and you will:

- a. Safeguard the Licensed Materials at all times and to maintain their security.
- b. Establish and maintain procedures to assure the confidentiality of the Licensed Materials and any password or code subsequently changed by you.
- c. Use the Licensed Materials only for the purposes for which we provide them.
- d. Notify us promptly by telephone, confirmed in writing, if any Licensed Materials is lost or its confidentiality is compromised.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

You will not, nor will you allow anyone else on your behalf, to do any of the following without our prior consent:

- a. Disclose any Licensed Materials to any person or entity, except to your employees and agents with a need to know the Licensed Materials.
- b. Make any copies, in whole or in part, of any Licensed Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.
- c. Translate, reverse engineer, disassemble or decompile any Software or security devices.

You have sole responsibility for the custody, control and use of all Licensed Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Licensed Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords.

Gramm-Leach-Bliley Act

We acknowledge that we may receive or have access to information or materials regarding your consumers or customers. Notwithstanding any other provision of this Agreement, we shall maintain the privacy of any and all information or materials regarding your consumers and customers in accordance with all applicable state and federal laws, rules, and regulations, including all provisions of the Gramm-Leach Bliley Act (the "Act") and any rules and regulations promulgated there under. Both parties agree to amend this Agreement if necessary to comply with the Act.

Permitted Disclosures

This section does not limit either party's ability to disclose information:

- i That the other party has approved by prior writing for disclosure;
- ii That is disclosed to its professional advisors or auditors;
- iii That becomes public other than through a breach of these confidentiality obligations;
- iv That was in its possession or available to it from a third party prior to its receipt of it in connection with any Service;
- v Which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information;
- vi As required or requested by any securities exchange or regulatory body to which either party is subject or submits; or,
- vii As otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree:

- i. that we may disclose to our offices, Affiliates, officers, employees and agents with a need to know any information we obtain about you; and,
- ii. That those offices, Affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our Commercial Online Banking Services. We will disclose information to third parties about your Account or your transactions where it is necessary for completing transactions or in order to verify the existence and condition of your Account, such as a credit bureau or merchant.

You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services. You acknowledge and agree that data processing related to Services covered by this Agreement and your associated Accounts may take place in countries other than those where you and your Accounts with us are located.

Marketing

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in Service proposals if we obtain your prior oral approval for such use.

These confidentiality obligations continue after any Service you are using is terminated.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

Limitation of Liability

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in conformity with general banking practices in providing a Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature, or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense, and whether foreseeable or not. In no event shall our liability exceed the fees you have paid for the Service at issue.

We will not be liable for any failure to act if we reasonably believed that our action would have violated any law, rule or regulation.

We will not be responsible for the acts or omissions of you or your officers, employees or agents, Affiliates or any other person with access to one of our Services on your premises or through your systems (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent. We may and will treat all instructions and information received by us pursuant to this Agreement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to the pertinent Services.

Electronic Funds Transfer Services Limitation of Liability

In addition to the Limitations of Liability set out above, our Electronic Funds Transfer Services are subject to the following limitations. These are in addition to and do not restrict the Limitation of Liability section set out above.

Notwithstanding anything to the contrary contained herein, for transactions which are subject to UCC 4A, we are liable only for damages required to be paid under UCC 4A or the Fedwire Regulation, as applicable, except as otherwise stated in this Agreement.

For transactions not subject to UCC4A and for all other obligations under the Electronic Funds Transfer Services sections, our liability is limited to actual damages, resulting directly from our willful misconduct or our failure to exercise reasonable care, not exceeding the amount of the actual damage plus compensation equivalent to interest. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable.

Technology

You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks and any and all information stored therein. You understand that the technical processing and transmission of the Service, including your information, may involve:

- a. transmissions over various networks; and,
- b. changes to conform and adapt to technical requirements of connecting networks or devices.

All information transmitted and received through electronic means is subject to unauthorized interception, diversion, corruption, loss, access and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet or other electronic means and shall not be responsible for any use by you of such connection including violation of any law, rule, regulation or any violation of the intellectual property rights of another.

If you transmit a transaction to us by way of a funds-transfer system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable to you for any discrepancy between the terms you transmit to such system and the terms it then transmits to us.

If you choose to use an electronic means to enter into transactions, initiate payment requests or other instructions or otherwise communicate with us, your use of such technology with respect to a Service will be subject to the terms and conditions of this Agreement and the Commercial Online Banking Terms and Conditions and will comply with the applicable Service Schedules. In addition, you agree to bear the risk that such technology may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such electronic communication, which appears to be from you but which is unauthorized, and that such reliance may result in a loss.

You are responsible for the protection and monitoring of you workstations, networks and wireless devices used to access Services. We are neither responsible nor required to provide notifications to you regarding proper security configurations.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

You agree that login using security passwords is a commercially reasonable Security Procedure for verifying the source and validity of communications. You agree to take reasonable precautions to safeguard Login Information so that only System Administrators and/or Authorized Users shall have the ability to access the Services. You further agree that you shall comply with the requirement to install and keep active Trusteer Rapport and 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.

For any Services that utilize the Internet, we do not and cannot control the flow of data to or from our network and other portions of the Internet. Such flow depends in large part on the performance of the Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events and in no event shall we be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or our ability to connect to the Internet on your behalf.

Facsimile Signatures

Businesses use a variety of techniques to produce a facsimile signature as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen of each facsimile signature. You are responsible for any withdrawal from your Deposit Account that bears or reasonably appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. We may pay the withdrawal and debit your Account for it.

You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature. You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

Third-Party Information

If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your Subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any persons within your company except those who have a need to know. Further, you shall ensure that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Service.

Protection from Third Parties

You will indemnify, hold harmless and defend us and our Affiliates, directors, officers, agents and employees from and against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning any Service. The obligations contained in the preceding sentence will survive and continue after a Service you are using is terminated, including after termination of a given Service Schedule. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

Representations and Warranties

On and as of each day we provide any Service to you, you represent and warrant to us that:

- a. Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation;
- b. The debiting of any Account as provided in this Agreement is not inconsistent with any restriction on the use of that Account;
- c. Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or any agreement by which you are bound or by which any of your assets are affected; and
- d. There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.
- e. Any representations and warranties made by you in this Agreement or in a Service Schedule were duly authorized and are true and accurate.

The provisions of this section shall survive termination of this Agreement.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

NOTE:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE BANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH REGARD TO THE SERVICES, DOCUMENTATION RELATED TO THE SERVICES, AND TECHNOLOGY PROVIDED TO YOU HEREUNDER, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, MERCHANTABILITY OR NON-INFRINGEMENT. THE BANK DOES NOT GUARANTEE THAT YOUR ACCESS TO THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE. YOU ACKNOWLEDGE THAT YOU MUST PROVIDE AND MAINTAIN SERVICE THROUGH AN INTERNET SERVICE PROVIDER TO USE CERTAIN SERVICES AND ARE SOLELY RESPONSIBLE FOR ALL FEES, COSTS AND CHARGES ASSOCIATED WITH SUCH SERVICE. NOTHING IN THIS AGREEMENT NOR ANY COURSE OF DEALING BETWEEN THE CUSTOMER AND THE BANK CONSTITUTES A COMMITMENT OR OBLIGATION OF THE BANK OR OBLIGATES THE BANK TO EXTEND ANY CREDIT TO YOU OR MAKE A LOAN TO YOU.

Resolutions of Disputes

We try to resolve our Customers' Service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

Venue

Any dispute or controversy concerning your use of Services described in this Agreement must be brought in the United States District Court or the applicable state trial court sitting in the County you have agreed to in the Authorization Agreement for the Treasury Services executed herewith and having subject matter jurisdiction (except as you and we expressly agree otherwise in writing). **You hereby waive any right to a trial by jury in any action or proceeding and agree that such action or proceeding will be tried before a judge without a jury.**

Governing Law

Except as otherwise expressly provided in this Agreement for a particular Service, with respect to each Service, this Agreement is governed by and interpreted according to:

- i. U.S. federal law; and,
- ii. The law of the State agreed to in the Authorization Agreement for Treasury Services executed herewith, without reference to the principles of conflicts of law of the U.S. and of such state.

Legal Costs

In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's Legal Expenses.

Termination

Either you or we may terminate any or all Services upon 30 calendar days' prior written notice to the other party. Notwithstanding the foregoing sentence, we may terminate any or all Services effective immediately, and we will send you notice of the termination, if any of the following occurs:

- i You breach any of the terms and conditions in this Agreement or any other agreement with us, including without limitation failing to make payments when due;
- ii You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- iii You fail generally to pay your debts as they become due;
- iv You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- v You initiate any compromise with your creditors;
- vi You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement; or,
- vii Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five points attributable to you occur to the guarantor.

If a Service you are using is terminated for any reason, or this Agreement is terminated for any reason, you will do the following:

- i. Immediately stop using any Licensed Materials relating to the terminated Service;
- ii. Erase or delete any Software and Licensed Materials we have provided relating to the terminated Service to the extent it is stored in your computers; and,
- iii. At our option, either return to us or destroy all Licensed Materials relating to the terminated Service and certify to us that you have done so.

As provided herein, certain obligations in this Agreement will continue after a Service you are using has been terminated.

Master Agreement for Treasury Services



GENERAL PROVISIONS (CONTINUED)

Termination of a Service you use does not affect your payment obligations for Services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Agreement. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you to us and outstanding will become immediately due and payable.

Miscellaneous Matters

Entire Agreement

This Agreement constitutes and represents the entire agreement between you and us regarding the Services we provide you anywhere in the world. It supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between you and us relating to any such Service, excluding the current Account Agreement, and may not be contradicted by extrinsic or parole evidence.

Priority of Agreement

This Agreement will be controlling in the event of any conflict between it and any other document or written or oral statement (including but not limited to any Account Agreement and Service Schedule, except as applicable law requires otherwise), unless such other document specifically identifies this Agreement and states that such other document will be controlling in the event of conflict.

This Agreement will be controlling in the event of any conflict between it and any provision of the Uniform Commercial Code.

Assignment

You may, with our prior written consent, assign any of your rights or duties described in this Agreement. This Agreement is binding upon each of you and our respective successors and permitted assigns.

No Third Party Beneficiaries

This Agreement is not for the benefit of any other person. No person or entity other than a party signing this Agreement shall have any rights or remedies under this Agreement.

No Fiduciary Relationship

Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us.

Severability

In the event any provision of this Agreement, or the application of any such provision to any person or set of circumstances, is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law, and as if any such invalid, unlawful, void or unenforceable provision had never been contained herein.

No Waiver

A party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a party hereto to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

Captions and Headings

The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

Force Majeure

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any Supplier, or your act, omission, negligence or fault (Terrorism, hardware/software, Internet, Fax).

Master Agreement for Treasury Services



SOFTWARE LICENSE

Grant of License

This section applies to all Licensed Materials we provide to you. Additional terms may be provided in a separate license agreement for specific Software (including any "click-wrap" Software license).

We hereby grant and you accept a non-exclusive, non-transferable, limited use license for the Licensed Materials provided to you under this Agreement. Each license is granted solely for use in connection with one or more Services. You may use the Licensed Materials only at specified locations and in accordance with the applicable terms for Services provided under this Agreement. The Licensed Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors.

You will secure and maintain the Licensed Materials (including any permitted copies) in a manner consistent with industry practices and standards to protect our rights and those of our licensors. You will take reasonable steps to keep the Licensed Material confidential and restrict access to the officers and employees responsible for use or maintenance. You may not, directly or indirectly, reproduce the Licensed Materials without our prior written consent; provided that you may reproduce one copy for normal backup purposes. Permitted reproductions shall incorporate copyright notices and all other proprietary legends. We may audit your site to confirm compliance with this Software License section if we reasonably believe you are using unauthorized copies of Software.

You may not, directly or indirectly, alter, repair, modify or adapt any Software or other Licensed Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Licensed Materials or copies. You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Licensed Materials (including copies) to comply with your obligations to protect the Licensed Materials.

We shall not have any duty to update or otherwise enhance the Licensed Materials, however, any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Licensed Materials upon delivery to you. We will provide support only for the most current version of Licensed Materials we have provided to you.

You will, at your expense, cause computer equipment necessary to access and utilize the Licensed Materials to be installed and kept in good condition and working order at your site. The computer equipment and its components must meet compatibility standards as specified by us from time to time.

We may assist you with the installation of Software on your computer and with the training of persons who will use the Software, but we will not bear any responsibility for the proper installation and use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation and upon our having made such training available to you.

Upon prior written or authorized electronic notice, you may move the Software to another computer replacing the one on which the Software was originally installed or to another site, with such notice specifying the new computer and site. We will have reasonable access to Licensed Materials while at your site to provide assistance or to verify the status or location of Licensed Materials.

The license to Licensed Materials will terminate automatically if you breach a material term of the license or if the Services for which you are using the Licensed Materials are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Licensed Materials, we may seek any remedy provided by law or equity.

Limited Warranty/Disclaimers

You acknowledge that the Licensed Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Licensed Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Licensed Materials or the Software's compatibility with any hardware. You acknowledge that the operation of the Software may not be uninterrupted or error-free.



SOFTWARE LICENSE (CONTINUED)

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 60 days after delivery to you provided that: (i) the Software is used by you in strict compliance with the terms of this License and the related Licensed Materials, (ii) the Software is not modified in any way by you and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software.

You agree that the return of the Licensed Materials and refund of any license fees is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Licensed Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the related Licensed Materials.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the use of, or inability to use, the Licensed Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of the Licensed Materials.

Infringement Indemnity

To the extent we provide third party hardware or software to you in connection with this Agreement, we will pass through to you any intellectual property indemnification provided to us by such third party hardware or software providers.

Our obligation to you in connection with this section is subject to:

- i Prompt notice from you of any such claim or action;
- ii You not having made any admission of liability or agreed to any settlement or compromise;
- iii Your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request;
- iv Our, or our designee, having sole control of defending such claim or action; and,
- v Your having used the current version of the Licensed Materials, as provided to you by us, in compliance with the terms of this Agreement.

This section sets forth our only obligation to you with respect to any infringement claim in connection with your use of the third party hardware or software.

Export Controls

You understand and acknowledge that our obligations to provide the Software, technical assistance, any media in which any of the foregoing is contained, training and related technical data (collectively "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and re-export restrictions applicable to the Data, Software and other Licensed Materials shipped to you and will otherwise comply with all applicable laws and regulations governing export and diversion of the Licensed Materials and technical data in effect from time to time.

Master Agreement for Treasury Services



GLOSSARY OF TERMS

The following are terms that appear in this Agreement.

Account	Any account that you have properly established and maintained with us that we mutually agree to include under the Agreement.
Account Agreement	The current signature card and the publication(s), as amended from time to time, we provide to you containing terms and conditions applicable to each deposit, savings or current Account for which you use a Service.
Affiliate	A company or other business organization or other entity related through common ownership, common control of management or owners, or through some other control mechanism to another business organization.
Authorized User	Any employee or individual set up and authorized by a System Administrator to access Services electronically.
Bank	BOKF, NA, its divisions, and its Affiliates that provide Services pursuant to the Agreement. Divisions include Bank of Albuquerque; Bank of Arizona; Bank of Arkansas; Bank of Oklahoma; Bank of Texas; Colorado State Bank and Trust, Mobank, and Affiliates include BOSCO, Inc.
Business Day	Each day on which we are open for business related to that Service.
Commercial Online Banking	Any remote digital means of accessing the Services, including TreasurySource, BusinessSource, and mobile banking.
Customer	The organization specified in the Agreement obtaining Services.
Deposit Account	One or more demand deposit Accounts maintained by you with us and used in connection with the Services.
Deposit Agreement	The Account Agreement governing the terms of a Deposit Account.
Effective Entry Date	The date specified on the Entry by the Originator, in accordance with the NACHA Rules, on which the Originator intends the Entry to be settled (Originator is defined in the NACHA Rules).
Electronic Funds Transfer Services	ACH Services and wire transfer Services.
Entry or Entries	Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any pre-notification.
Exception Items	Any check drawn on an Account to be presented to Bank for payment (which has not been previously paid or reported to Customer by Bank) that is not among the checks set forth in the Issue Files submitted by Customer to Bank through previous Banking Day.
Exception Report	Report of data associated with all daily Exceptions that is provided by Bank to Customer.
Fedwire	The funds transfer system owned and operated by the Federal Reserve Banks of the United States of America, but excluding the system for making automated clearing house transfers.
Images	A digitized representation of any paper item used in the daily bank process.
Issue File	Data provided to Bank by Customer containing detailed information on checks Customer indicates will be issued on the Account by Customer. In the case of Self Authenticating Checks, each individual check will include the information that pertains to that check. In all other cases, this information will be in an electronic file that contains details for all checks issued.
Legal Expenses	Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation (including reasonable fees of accountants and experts) and any other fees and expenses incurred in enforcing any provision of this Agreement.
Licensed Materials	The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, Service Schedule and related documentation provided to you in association with the Services provided pursuant to this Agreement. With respect to Remote Corporate Capture, the Licensed Software, the Equipment Software, and the Product Documentation, as those terms are defined in the schedules attached to the Remote Corporate Capture Addendum.

Master Agreement for Treasury Services



GLOSSARY OF TERMS (CONTINUED)

Lockbox Address	The post office address we assign to you or we accept from you, in our sole discretion, for the Lockbox Service.
Login Information	Any data required to authenticate to, log into and use Services via Commercial Online Banking.
NACHA	National Automated Clearing House Association
NACHA Rules	The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time. A current copy of the NACHA Rules may be obtained from EPCOR, Attention Operations Officer, 3100 Broadway, Suite 609, Kansas City, Missouri, 64111, telephone (800) 500-0100.
OFAC	Office of Foreign Asset Control of the United States Government.
Originating Depository Financial Institution (ODFI)	The institution that receives payment instructions from Originators and forwards the Entries to the ACH Operator.
Originator	The entity that agrees to initiate ACH Entries into the payment system according to an arrangement with a Receiver.
Originator as applies to the ODFI	A person that has authorized an ODFI to transmit (1) a credit entry to the account of a Receiver with an RDFI, or, if the Receiver is also the RDFI, to such Receiver, or (2) a debit entry to the Receiver's transaction account or general ledger account with an RDFI, or, if the Receiver is also the RDFI, to such Receiver. Where the context so requires, as in the case of MTE entries, that term also.
Prenote	A pre-notification record delivered by the Company to the Bank and used to verify the accuracy of certain data prior to the posting of any preauthorized automated clearing house transactions. The use of pre-notifications by an Originator is optional for all Standard Entry Class Codes. If an Originator chooses to transmit pre-notification entries, however, it may not initiate live dollar entries until at least six (6) banking days following the settlement date of the pre-notification entry.
RCK	A "Re-Presented Check Entry" as defined in the NACHA Rules.
Receiver	A natural person or an organization which has authorized an Originator to initiate an ACH entry to the Receiver's account with the RDFI. A receiver may be either a company or a consumer depending on the type of transaction.
Receiving Depository Financial Institution (RDFI)	The Receiving Depository Financial Institution is the depository financial institution that receives ACH Entries from the ACH Operator and posts the Entries to the accounts of its depositors (Receivers).
Recipient	Any person or entity which has authorized the Company to originate electronic debit or credit entries to be posted to its account at a depository financial institution.
Request	A request by means permitted under the relevant Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.
Response Report	Data generated by Customer and communicated to Bank using Commercial Online Banking detailing whether Exception Items should be paid or returned.
Reversal/Deletion Request	A request for a Reversal or a request to delete a previously delivered Entry.
Security Procedure	The security protocol described in an applicable Service Schedule or during the Setup Process for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests or Check Issuance Requests. Security Procedure also means the procedure for verifying the authenticity of electronic transactions as described in the Commercial Online Banking Service Schedule.

Master Agreement for Treasury Services



GLOSSARY OF TERMS (CONTINUED)

Self-Authenticating Check	A check on which the Customer prints an encrypted barcode that contains information that would normally be contained in an electronic file. Customer will use software provided by the Bank to print this barcode on their checks instead of creating and transmitting an electronic file containing details of checks issued.
Service	A treasury management service provided by us and that is described in this Agreement. Any Service selected by you on the Treasury Services Product Selection Form (either at the time of entry into this Agreement or at a later date) will be provided by us to you pursuant to the terms of this Agreement.
Service Schedule	Any written information we provide to you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service including any Setup Process form.
Settlement Account	A demand deposit account at the Bank designated by the Customer as the account to be used for, and in conjunction with, Customer's automated clearing house transactions.
Setup Process	The process of exchanging information necessary to develop the parameters of a particular Service to be initiated.
Software	The programs and data files provided by us for use on a computer in connection with one or more particular Services.
Standard Entry Class Code	Designates the type of ACH entry that is being originated.
Supplier	Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier Service.
SWIFT	The international electronic message-transfer Service known as the Society for Worldwide Interbank Financial Telecommunication.
System Administrator	Any person employed by you, a duly authorized contractor and/or an agent of yours that you identify as an individual to whom we should provide Login Information to create new Authorized Users.
Target Balance	An amount to be mutually agreed to by the Customer and the Bank.
Transmission	Captured check Images and check data, including the magnetic ink character recognition (MICR) formatting information, sent through electronic transmission.
UCC 4A	Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.
Viewer Software	The executable program(s), associated data files and documentation used to retrieve and view Images.