

WELCOME TO THE BOK FINANCIAL FAMILY

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TWO GREAT BANKS BECOME ONE.

Bank of Arizona + Arizona Business Bank = BOK Financial

When it comes to furthering our state, it's not just business. It's personal. Which is why we merged two of Arizona's most trusted banks — to give you a financial partner who not only offers local decision making, but the regional power and strength to keep pace with the growth of our state.

Welcome to a new kind of banking experience.



Look, we know this is a lot of information. If you don't have time to dig into it all now, here's what you really need to know:

- We will have 5 banking centers and more than 32,000 MoneyPass ATMs nationwide, including access to more than 100 QuikTrip ATMs throughout Arizona.
- Email addresses will not change.
- Our commitment to community and Arizona will not change.
- O Direct deposits and auto transfers will be taken care of for you.
- We will have a new mobile app when we convert in March.
- We will also have a new website www.bokfinancial.com.

If you are a business/commercial client, you will find more details in the Commercial, Treasury and Insurance section of this guide starting on page 4.

If you are an individual client, you will find more details in the Personal Banking section of this guide starting on page 9.

Basically, you can relax! These are the highlights. The rest of this document is full of great information and can be used as a resource if you have questions moving forward.

Dear Valued Client:

A couple of months ago, we let you know that two exceptional institutions were joining forces: Arizona Business Bank and Bank of Arizona. Beginning Monday, March 25, all Arizona Business Bank and Bank of Arizona locations will officially be rebranded as BOK Financial.

The great news is that both Arizona Business Bank and Bank of Arizona share the same goal – to serve the complete financial needs of businesses and individuals by providing solutions and services tailored to each client's needs.

We believe the combination of Arizona Business Bank and Bank of Arizona – together as BOK Financial – will create a premier regional financial services company serving clients in both Arizona and Colorado. Our bankers, advisors and clients all share the same belief in the power of our community. We all work, live and play in the same community and share a passion for supporting Arizona businesses and people.

Our commitment to personalized, local service will not change, but we'll now offer increased capabilities and services as well as an expanded banking center and ATM network – all backed by the strength of BOK Financial Corporation. Simply put – we will have more resources to turn your dreams into reality!

We encourage you to take a few minutes to read through this booklet and learn more about the ways we will work to make BOK Financial the financial institution of choice.

Thank you for being part of the BOK Financial family. If you have any questions, please feel free to call or visit with us.

Spincerely,

Dave Ralston Arizona Market CEO

BOK Financial

OVERVIEW

Why is the combination of Arizona Business Bank and Bank of Arizona – as BOK Financial – good for me, as a client?

As many of you know, BOK Financial Corporation is the parent company of Bank of Arizona. You may already be familiar with the BOK Financial name as many of our growing commercial and wealth management services have operated under the BOK Financial brand in this market for some time. The acquisition of Arizona Business Bank represented a unique opportunity to rebrand to the BOK Financial name as we continue to expand based on the strength of our organization, growing breadth of our services and experience of our people who will continue to live and work alongside our clients in the Arizona market.

BOK Financial has long stood for financial strength, consistency, exceptional client service, and a commitment to community involvement. The BOK Financial brand has been used for several years in our national specialty businesses, such as energy, healthcare, and brokerage and trading. As our business continues to grow, we believe the time is right for this brand to be adopted as our client-facing brand in the Arizona and Colorado markets so that businesses and consumers recognize us as a strong, regional financial institution with an unwavering commitment to our clients and local communities.

Our priority remains with you, our client, and you'll continue to enjoy what we believe sets us apart:

- <u>Exceptional Service</u> Continued outstanding service from relationship managers, advisors and bankers who believe in getting to know you, your business and doing the right thing.
- <u>Local Decision Making and Expanded Capabilities</u> –
 We'll continue to provide creative solutions, local decision making and expanded lending capabilities.
- <u>Community</u> We remain firmly committed to supporting the communities, individuals and businesses we serve.
- <u>Convenience</u> We'll soon have 5 banking centers in Arizona, offering you more convenient ways to bank.
 Plus, you can call our ExpressBank (telephone banking) to speak with a live banker.

What will be the new name of the combined organizations?

BOK Financial will be the name of the combined organizations following completion of integration activities in March 2019.

What will the individual brand names become in each market? We will operate as BOK Financial in both the Arizona and Colorado markets. Below is a snapshot of how we are branded today compared with how we will be branded going forward. **FORMER COBIZ FAMILY BRAND FORMER BRAND NEW BRAND** BANK OF ARIZONA BOK FINANCIAL Arizona Business Bank COLORADO STATE Colorado Business Bank BOK FINANCIAL BANK OF ARIZONA THE PRIVATE BANK CoBiz Private Client Advisors BOK FINANCIAL COLORADO STATE BANK AND TRUST CoBiz Private Bank BOK FINANCIAL INSURANCE CoBiz Insurance CoBiz Wealth* BOK FINANCIAL* *CoBiz Wealth will be rebranded to a BOK Financial brand later in 2019.

Whom do I call if I have questions or need more information?

Please see below for appropriate contact information.

COMMERCIAL/TREASURY CLIENTS:

Phoenix Area: (602) 808-5342 Other areas: (866) 802-5506

A live client services professional is available during

the following hours (MT):

Monday-Friday: 7:30 a.m. - 5:30 p.m.

INSURANCE CLIENTS:

Phoenix area: (602) 296-2300 Other areas: (800) 908-9840

A live client services professional is available during the

following hours (MT):

Monday-Friday: 7:30 a.m. - 4:30 p.m.

PERSONAL BANKING CLIENTS:

(844) 517-3308 (NOTE: This number will be operational on March 25, after conversion weekend.)

A live banker is available during the following hours (MT): Monday-Friday: 6 a.m. - 8 p.m. Saturday: 7 a.m. - 4 p.m. Sunday: Closed

How will things change? How will things stay the same?

Our bankers, advisors and clients share the same belief in the power of a healthy, vibrant community. We all work, live and play in the same community, and we share a passion for supporting Arizona-based businesses and people. As BOK Financial, our commitment to the community will continue to build on what Arizona Business Bank and Bank of Arizona already have established. We are committed to growing relationships and our presence in the Arizona market through our unique style of supporting the communities we serve. We will continue to be backed by a strong parent company that embraces this same philosophy.

What will happen over conversion weekend? Will I be able to access my accounts?

All Arizona Business Bank locations will be closed on Saturday, March 23 and will reopen on Monday, March 25, in order to convert our systems. Beginning, Monday, March 25, it's business as usual and you are free to bank at any BOK Financial location (including former Bank of Arizona locations).

What other changes can I expect to see?

Beginning in March, we will begin making changes to our systems to reflect our new name.

- You will begin to see our official name (BOK Financial) on bank systems and applications prior to conversion.
- Our brochures, business cards and stationery will be updated to reflect the BOK Financial name. Be sure to look for envelopes with our new name, BOK Financial, which may contain important information such as your monthly statement.
- Your monthly statements will change to reflect our new name, BOK Financial.
- You'll see new, enhanced digital banking platforms (mobile and online).
- Our website www.azbizbank.com will automatically redirect you to www.bokfinancial.com.

Can I still reach my relationship manager, banker or advisor through their current phone number and email address?

You may contact your relationship manager, banker or advisor at the same email address and phone number.

What do I need to do about my accounts?

Your account changes, direct deposits and transfers will continue to process as normal. As changes occur from a routing number perspective, we will work with you to make sure the transition is seamless.

COMMERCIAL, TREASURY AND INSURANCE

Whom do I call if I need help or more information?

Our commercial and insurance client service professionals are ready to assist you if you have questions or need help with your services. We're committed to making sure your issues are resolved by the end of each day or giving you a time frame for when your issues will be resolved.

COMMERCIAL/TREASURY CLIENTS:

Phoenix area: (602) 808-5342 Other areas: (866) 802-5506

INSURANCE CLIENTS:

Phoenix area: (602) 296-2300 Other areas: (800) 908-9840

What will my Treasury fees be each month?

There will be no changes in your fees. If you have cash management services, your fees will be automatically debited from your account each month on the 10th business day and will be outlined in your account analysis statement that is available via mail, secure email or online banking.

Will my loan account number change?

Your loan number may change. If this is the case, you will receive information about your new loan account number prior to March 25.

If I make my commercial loan payment by mail, does the mailing address change?

You will receive instructions about where to send your loan payment in a separate mailing prior to March 25.

How will I receive my loan statements?

All statements will be available in paper or electronic format through TreasurySource/Business Source, if eligible. More information about TreasurySource/BusinessSource is shown on the following pages.

If I would like to make my commercial loan payment by wire transfer, what wire instructions do I use?

If you would like to make a commercial loan payment via wire transfer, please use the following wire instructions on or after March 25, 2019:

ARIZONA	
Bank Name	BOK Financial
ABA	122105498
Credit Account	11405189400
Account Name	This is the name of your account, e.g. "My Company Name"
Reference	Include your loan account number

COLORADO	
Bank Name	BOK Financial
ABA	102000607
Credit Account	11405184130
Account Name	This is the name of your account, e.g. "My Company Name"
Reference	Include your loan account number

If you have any questions, please contact your relationship manager.

If my loan matures soon after conversion, whom do I contact to renew my loan?

You'll need to contact your relationship manager to begin the renewal loan process or if you have any other loan-related questions.

Treasury Product Information *Please note that not all the information in this section will apply to everyone.*

As conversion weekend approaches, we know many things will be changing for you, so we want to help make the transition as easy as possible. Here is some helpful information about some of our treasury products.

COBIZ PRODUCT	BOK FINANCIAL PRODUCT	DESCRIPTION	WEBSITE
Online Banking/	TreasurySource	Commercial online banking	https://treasurysource.bokf.com/ bbw/cmserver/welcome/default/verify.cfm
Pathways	BusinessSource	Commercial online banking	https://businesssource.bokf.com/ bbw/cmserver/welcome/default/verify.cfm
Lockbox 360	Lockbox 360	Online lockbox viewer	<u>https://ir360online.com/frame-</u> work/?BID=BOKF
Simply Deposit/ Corporate Web Deposit	CoBiz clients will continue to use their existing service, but at a new web address, pending a future BOK Financial system upgrade.	Scanner-based process to deposit checks	https://www.itms-online.com/Default.aspx
Business Bill Payment	Bill Payment	Online bill payment for businesses	Accessed through TreasurySource/ BusinessSource
Positive Pay	Positive Pay	Paper check Positive Pay	Accessed through TreasurySource/ BusinessSource
ACH Positive Pay	ACHAlert (ACH Positive Pay)	ACH Positive Pay	Accessed through TreasurySource/ BusinessSource
CoBiz Secure Transport Portal	Move It	Secure file transfer	https://transfer.bokf.com
Mobile Online Banking & Simply Deposit Mobile	BusinessSource BOK Financial Mobile App	Mobile banking, including mobile deposit	Download from the Apple App Store, Google Play or Android Market
CD-ROM	eVision	Online archive for check images	https://evision.bokf.com/VArchiveWebClient/ Login.aspx?res=754,1536

International Product Information

COBIZ PRODUCT	BOK FINANCIAL PRODUCT	DESCRIPTION	WEBSITE
N/A - New Service	FX Advance Online	Foreign exchange trading and foreign exchange payments	https://fxadvance.bokf.com

General Overview

When will I receive login credentials for my treasury products?

A variety of new online service credentials will be sent prior to conversion. More information regarding the type of credentials you'll receive and the timing will be sent in a separate communication.

Will training materials be available for the new treasury products?

Yes, self-paced training materials such as videos, user guides, frequently asked questions, etc. will be available for all of our treasury products in our Treasury Resource Center. Soon, you'll receive an email that includes all the training information and resources you'll need to become more familiar with our treasury products. You can visit the Treasury Resource Center at:

www.bokfinancial.com/treasury-resource-center

ACH (Automated Clearing House)

Where do I go to upload my ACH file?

Clients will continue to have the ability to upload ACH files through our Business Online Banking application and through secure file transfer via Movelt.

What's the deadline to send my debit and credit ACH origination files?

The deadline to send your ACH origination files is 8:00 p.m. CT. (7:00 p.m. MT).

Where can I see incoming ACH debit and credit transactions?

You can see ACH debit and credit transactions on the Same Day Report in TreasurySource/BusinessSource.

If I utilize Prefund for my ACH Credit origination, when will my account be debited?

Your payment is debited on the day you send the file.

Will I need a token for approving ACH batches?

If you're a TreasurySource client, you'll use One Time Passcode to approve your ACH batches.

How will I access ACH or ACH Positive Pay?

ACH can be originated both online or through secure file transfer. ACH Positive Pay can be accessed through the Business Online Banking application.

When is the last day I can originate ACH files out of our current online reporting systems?

ACH transactions with an effective date of Monday, March 25, 2019, should be originated prior to the close of business on March 22, 2019. Any items with an effective date AFTER March 25, 2019, should NOT be sent through the Arizona Business Bank Online Banking/Pathways platform. They should be held and sent on Monday, March 25, 2019, through TreasurySource/BusinessSource.

Bill Payment

Is Bill Payment available?

Yes, Bill Payment will be available to Bill Payment customers in TreasurySource/BusinessSource. After conversion weekend, you'll need to schedule payments as you do today.

Your check payments will no longer be sent directly from your own account; checks will be issued from a third-party account. On the day you schedule a payment, your account will be electronically debited for your scheduled bill payment transactions. Payroll transactions should be scheduled two days prior to payment delivery date. For example, if your paydays are scheduled for Fridays, please schedule your payroll on Wednesday, prior to 3 p.m. CT (2 p.m. MT).

Will I be able to use Mobile Bill Payment?

No, Mobile Bill Payment is currently not available.

Business Online Banking - TreasurySource and BusinessSource

When will my token be replaced?

The TreasurySource or BusinessSource package your company is converted to for commercial online banking will be replaced with One Time Passcode (OTP) at the time of conversion.

TreasurySource and BusinessSource Customers:

Physical tokens will be replaced with One Time Passcode (OTP) at the time of the conversion. You use OTP for security authentication within TreasurySource and BusinessSource. Services that require this security authentication within TreasurySource and BusinessSource include:

- ACH Batch Activation
- ACH Batch Approval
- Payee Setup (Quick Payments)

- Transaction Approval (Quick Payments)
- Self Admin
- User Admin

One Time Passcode allows you to receive your password via text message or phone call. You will receive instructions during training that will walk you through how to set up your One Time Passcode.

Do you offer any security resources that help to prevent fraud?

Yes, Trusteer Rapport is a free, downloadable security solution that's **required** for all of our TreasurySource and BusinessSource customers. This software helps to protect your login credentials and sensitive data from being stolen from your computer. It provides you with an additional layer of security that monitors, blocks and reports the presence of financial malware, which allows for fast action against possible threats to your business. You'll be prompted to download Trusteer Rapport on your visit to TreasurySource or BusinessSource. You will continue to be prompted each time you log in until you download the security software.

Where do I access and download the TreasurySource/BusinessSource BOK Financial mobile application for iPhone or Android phones?

Beginning March 25, 2019, the TreasurySource/ BusinessSource BOK Financial mobile banking application can be downloaded for free from the Apple App Store, Google Play or Android Market using your mobile phone or device.

Will I receive automated alerts from TreasurySource/BusinessSource?

Yes, alerts are available and are based on entitlements. Training on systematic alerts is available within the Treasury Resource Center. New alert notifications will need to be established and are available through online banking and in our mobile app.

Lockbox 360

Will I be able to get the same lockbox services as I do today?

The same lockbox services you access prior to conversion will continue to be available through Lockbox 360 after conversion.

Wires

Is a PIN required for phone wires?

BOK Financial requires that all users who phone in wires have a PIN. Email or faxed wire requests are not accepted. If you currently have a PIN, it will be valid for

180 days from conversion weekend. Wires phoned in after the 180-day timeframe will be provided with a new PIN from our wire team. If you do not currently have a PIN for phone-in wires, please contact your Arizona Business Bank officer and request one. This will ensure that you will not encounter any disruption with your wire services.

Domestic: (800) 234-6023 International: (800) 285-6829

Can I send recurring wire transactions?

For security reasons, this feature is not available right now. After conversion weekend, you'll need to create your wire, have someone approve the wire and send it on the required date.

How many people are needed to approve a wire?

For extra security, we require one unique initiator and one unique approver for wires done online.

After conversion weekend, you'll need to use the following ABA number for ACH, wires, check re-order and check printing based on the table below:

Market	ABA Number
Colorado	102000607
Arizona	122105498

Please be sure to share this new number with your customers. They will need to use this new ABA number when sending incoming payments to you. If you have any questions, please contact your relationship manager.

Corporate Payment Solutions

May I continue to use my existing Arizona Business Bank credit card?

You will receive a new BOK Financial branded credit card prior to the March 25 conversion date which you may begin to use when you receive.

Insurance Solutions

Will my coverage, policies or plans change?

No. There will be no changes to your existing insurance program or disruption in services.

Will my online access change?

No. You will still have access to the online tools you use today. Any new links, websites or login credentials will be shared in advance.

Preparing For Conversion Weekend

Will training materials be available for the new treasury products?

Yes, self-paced training materials such as videos, user guides, frequently asked questions, etc. will be available for all of our treasury products in our Treasury Resource Center. Soon, you'll receive an email that includes all the training information and resources you'll need to become more familiar with our treasury products. You can visit the Treasury Resource Center by visiting:

www.bokfinancial.com/treasury-resource-center

What will happen over conversion weekend? Will I be able to access my treasury products?

In order for us to convert our accounts and systems, your current treasury systems will be down from March 23-24. Beginning March 25, services will be available.

What can I expect to see before conversion weekend?

Before March 25, you will receive an email with self-paced training materials. This information will help you become familiar with our treasury products. Be on the lookout for this email!

When will the conversion occur?

Our conversion of accounts and systems will be effective March 25.

What do I need to do about my accounts?

Your depository accounts will be converted to equivalent depository accounts with the same account number you use today. Direct deposits and pre-arranged transfers will automatically be taken care of for you. If at any time there is something you need to do, we'll contact you and outline the steps you should take well in advance.

Will my account number(s) change?

Good news! Your checking, savings, money market, CD, IRA and loan account numbers will not change.

Can I keep using the same checks I have now?

Yes. Please continue to use your current supply of checks. If you need to order more checks, feel free to visit www.deluxe.com to place your order or call a Commercial Client Services Professional at:

Local Number: (602) 808-5342 Toll-Free Number: (866) 802-5506

The next time you order checks, your new supply will reflect the BOK Financial name and logo.

Will the Arizona Business Bank routing number change for checks?

Your routing number will remain the same until you order new checks. Your new checks will reflect the new routing number. This routing number change is specific to paper items.

Will the terms of my loan(s) remain the same?

Your loans will continue under the same terms and conditions originally agreed upon.

Will the terms and conditions of my treasury services remain the same?

No. Your treasury services terms and conditions have been amended to be consistent with the standard BOK Financial terms and conditions governing our provisions of treasury services. Your continued use of BOK Financial treasury services after March 25, 2019, represents your acceptance of these terms. Your amended treasury services terms and conditions may be found at:

www.bokfinancial.com/aboutyou

PERSONAL BANKING

About Your Account(s)

Will my account number(s) change?

Good news! Your checking, savings, money market, CD, IRA and loan account numbers will not change.

Will the terms and conditions of my account change?

Yes. As of March $2\overline{5}$, 2019, your checking, savings and money market accounts and CDs will be governed by the terms and conditions in the attached BOKF Agreements and Disclosures. Continued use of your account after that date represents your acceptance of the terms and conditions in the BOKF Agreements and Disclosures.

Will Arizona Business Bank's routing number change?

Your routing number will remain the same until you order new checks. At that time, you will have a new routing number. Please begin using this new routing number when you receive your new checks.

Will rates on my IRAs and CDs change?

You will continue to earn the interest rate guaranteed on your IRA or CD. You can renew your IRA and CD account at current market rates at the time of maturity.

Can I keep using the same checks I have now?

Yes. Please continue to use your current supply of checks. The next time you order checks, your new supply will reflect the BOK Financial name and logo.

How will I receive my loan statements?

You will receive your loan statements in the mail and may view an electronic copy of your loan statement at any time through digital banking (mobile or online). You may also turn off paper delivery of your loan statements through digital banking.

Will the terms of my loan(s) remain the same?

Your loans will continue under the same terms and conditions originally agreed upon.

Will my Arizona Business Bank/CoBiz Mastercard debit card and ATM card still work?

In early March, you will receive a new BOK Financial VISA debit card and/or ATM card to replace your existing Arizona Business Bank debit card and/or ATM card. Effective March 25, please begin using your new BOK Financial VISA card as your current debit and/or ATM card will no longer work. Your PIN will remain the same. If you currently make recurring bill payments with your Arizona Business Bank debit card, you will need to contact each company to whom you make payment and provide your new BOK Financial debit card number and expiration date for any transactions scheduled to occur on or after March 25.

What is the latest time that I can transfer funds or make a deposit and still receive same day credit?

Deposits made in a banking center or drive-thru during regular business hours will receive same business day credit. Deposits made before 10:00 p.m. (CT) within mobile deposit or in one of our ATMs will receive same business day credit. Deposits made after these times, or on weekends or holidays, will be processed the next business day.

When are funds available after deposit?

Generally, on the first business day after the day we receive your deposit, excluding weekends and holidays.

May I continue to use my existing Arizona Business Bank credit card?

Yes. Please continue to use your existing Arizona Business Bank credit card. Over the next several weeks, we will automatically send you a new BOK Financial branded credit card.

PERSONAL ACCOUNTS

The following is a summary of the changes that will occur to CoBiz Personal Checking and Savings products which are subject to all BOK Financial terms and conditions. See page 9 of this Guide, and attached Agreements and Disclosures. Each product summary includes the new product name as well as some details about the account.

Please review the product details below for each of your respective accounts along with the benefits to determine any changes from your existing accounts. Your account will be changed to the product that we believe is the closest match. However, starting Monday, March 25, you can change your account at any time to the product that best fits with your banking needs.

	HIGH SCHOOL CHECKING	ACCESS CHECKING	CHOICE CHECKING	SELECT CHECKING	PREMIER CHECKING
	Easy-to-use first checking account, designed for high school students 15-19 years of age	Convenient account for individuals who prefer self-service banking (ATM, Mobile, Online)	Full-service checking account to meet all your banking needs, including free Bill Pay and statements	Interest-bearing full-service account with perks based on your entire banking relationship	Exclusive account designed to reward you for your extended banking relationship
Current Arizona Business Bank Account Name(s)	N/A	N/A	55 Interest Checking Personal Checking Employee Benefit	Interest Checking	Premier Checking
Free Bill Pay	-	~	~	V	~
Free Debit Card	✓	V	V	V	~
Preferred Pricing	-	-	-	Premier Money Market relationship pricing and discounted rates on personal loans	Personal financial advisor, interest rate bonuses, exclusive discounts, waived fees and access to our Investment Sweep when linked to a BOK Financial (BOKFA) Investment account
Free Checks	-	-	-	Free standard checks or 50% off premium styles	Free standard checks or 50% off premium styles
Free Incoming				,	
Domestic Wires	-	_	-	'	✓
Domestic Wires Nationwide ATM Network	-	FREE access to mor	e than 32,000 MoneyPa	·	<i>V</i>
Nationwide	-	FREE access to mor	e than 32,000 MoneyPas –	·	Unlimited
Nationwide ATM Network Out of Network	- 1 per year, upon request	FREE access to more	e than 32,000 MoneyPas – 1 per year, upon request	ss ATMs nationwide.	
Nationwide ATM Network Out of Network ATM Rebate		– 1 per year,	– 1 per year,	ss ATMs nationwide. 1 per statement cycle 1 per year,	Unlimited 1 per year,

	YOUTH SAVINGS	PERSONAL SAVINGS	PERSONAL Money Market	PREMIER Money Market
	Great intro account for children.	Whether you are new to saving or have been doing it for years, this is the perfect account to help you reach your financial goals.	This standard money market account offers competitive interest rates and a low minimum balance requirement.	Get premium interest rates for higher balances or when linked to a Premier or Select Checking account
Current Arizona Business Bank Account Name(s)	N/A	Savings	Personal Money Market Premium Money Market	Select Money Market
Free Online, Mobile Banking and ATMs	✓	✓	V	V
Check Access	-	-	v	V
Earns Interest	✓	v	v	V
Eligible for QuickSave	v	✓	V	V
Monthly Service Fee	\$0	\$5.00 or \$0	\$7.95 or \$0	\$15.00 or \$0
HOW TO AVOID MONTHLY FEE	Primary owner must be no older than 19 years of ageed AND Account must be co-owned by a parent or guardian	Maintain \$250 average collected monthly balance OR Monthly electronic transfers of at least \$10 from your personal checking account OR Link to a Premier Checking account	Maintain \$1,000 average collected monthly balance	Maintain \$10,000 average collected monthly balance

NOTE: Please continue using your current supply of checks/deposit tickets. You will be assigned a new RTN when you place your next order, which could reflect a change in pricing.

Certificates of Deposit

Your Certificates of Deposit will continue to earn the interest rate guaranteed on your account. You can renew your CD accounts at current market rates at time of maturity. Certificates of Deposit will automatically renew. Effective March 25, you can check your balance at any time by logging in to online or mobile banking using your existing username and password. A renewal notice with new terms will be sent to you approximately ten days before your CD matures. A rate confirmation notice with your new rate will be mailed the day after your CD matures.

Consumer Loans

Your loans will continue under the same terms and conditions originally agreed upon. BOK Financial offers a variety of Consumer Loan and Line of Credit products, including:

- Auto Loans
- No Closing Cost Home Equity Loans and Lines of Credit
- Personal Loans and Lines of Credit
- Credit Cards

BUSINESS ACCOUNTS

The following is a summary of the changes that will occur to CoBiz Business Checking and Savings products. As of March 25, 2019, your Checking, Savings and Money Market and CDs will be governed by the terms and conditions in the attached BOKF Agreements and Disclosures. Continued use of your account after that date represents your acceptance of the terms and conditions in the BOKF Agreements and Disclosures. Each product summary includes the new product name as well as some details about the account.

Please review the product details below for each of your respective accounts along with the benefits to determine any changes from your existing accounts. Your account will be changed to the product that we believe is the closest match. However, after March 25, you can change your account at any time to the product that best fits with your banking needs.

NOTE: If you are not familiar with any of the banking terms or language, please refer to the attached Summary of Fees and Definitions.

All of our Business accounts offer the following:

- Free MoneyPass ATMs
- Online/Mobile Banking
- Mobile Deposits/Mobile Alerts
- Free Visa Debit Card
- Overdraft Protection

	FREE SMALL BUSINESS	BUSINESS INTEREST	BUSINESS ADVANTAGE
Current CoBiz Account Name(s)	Basic Checking	Business Interest Checking	Basic Business Checking
Interest Bearing	-	V	V
Online Bill Pay	15 Free Transactions	15 Free Transactions	25 Free Transactions
Transaction Fee Details	First 200 transactions are free; \$0.40 per transaction thereafter; Business Debit Card transactions do not count toward transaction limit	First 200 transactions are free; \$0.50 per transaction thereafter; Business Debit Card transactions do not count toward transaction limit	First 400 transactions are free; \$0.40 per transaction thereafter; Business Debit Card transactions do not count toward transaction limit
Cash Management	✓	~	V
Overdraft Protection	v	~	V
Monthly Service Fee	\$0	\$15.00	\$20.00
HOW TO AVOID MONTHLY FEE	N/A	\$10,000 average collected monthly balance	\$10,000 average monthly balance OR \$25,000 combined deposit balances OR \$50,000 combined loan balances (Including Personal & Business Accounts)

	BUSINESS SAVINGS	BUSINESS INVESTOR FUND
Current CoBiz Account Name(s)	Business Savings	N/A
Check Access	-	6 debits per month: check, debit card, telephone or online transfer or similar order as defined by Regulation D
Statements	Quarterly	Monthly
Interest Bearing	Compounded and Paid Quarterly	Tiered, Compounded and Paid Monthly
Monthly Service Fee	\$2.00	\$10.00
HOW TO AVOID MONTHLY FEE	\$300 monthly average collected balance	\$2,500 minimum daily balance

Business Certificates of Deposit

Your Certificates of Deposit will continue to earn the interest rate guaranteed on your account. You can renew your CD accounts at current market rates at time of maturity. Certificates of Deposit will automatically renew. A renewal notice with new terms will be sent to you approximately ten days before your CD matures. A rate confirmation notice with your new rate will be mailed the day after your CD matures.

DIGITAL BANKING (INDIVIDUAL CLIENTS)

When we convert our systems, we will be converting your current digital banking credentials (mobile and online) to the BOK Financial system. Digital banking can be accessed online or through our mobile app. Below are some answers to questions you may have about this process. If you are a digital banking customer, we will be sending you more detailed information closer to the conversion date with everything you need to know.

How will I access BOK Financial's personal online banking?

Beginning on Monday, March 25, you may access BOK Financial's personal online banking from the BOK Financial website at:

www.bokfinancial.com

Will I need to download a new mobile banking app?

Yes. We will publish a new BOK Financial app in the app store for both iOS and Android devices. You will need to download the appropriate version of the app to continue using mobile banking. The new app will be full of features designed to make banking on the go even more convenient.

Will my digital banking username and/or password change?

No. You will be allowed to keep your same username and password.

Will my online banking and mobile banking terms and conditions change?

Yes. As of March 25, 2019, your online banking and mobile banking will be governed by BOKF's Digital Banking Terms and Conditions, which may be found at:

www.bokfinancial.com/aboutyou

Will I be able to access digital banking during the conversion?

No. Digital and mobile banking will be unavailable during the March 23-24 conversion weekend.

Will Online Bill Pay continue to work?

If you currently use Online Bill Pay, your payees and any recurring or scheduled payments will be automatically converted to the new system.

Can I still use text banking?

Text banking will no longer be available after conversion. To stay on top of your accounts, log in to digital banking and set up mobile alerts which can be delivered via email or push notification.

Where can I find more information?

Beginning Monday, March 25, visit:

www.bokfinancial.com/digitalbanking

OTHER INFORMATION

Deposits, Payments and Wires

Do I need to notify my employer or companies (e.g. insurance and/or utility companies) making automatic drafts or deposits to my checking account or savings account?

No. The conversion will not interrupt direct deposit or automatic payment services.

Will incoming wires continue to be transmitted?

Yes. Incoming wires will continue to be processed as received.

Information About Privacy

How does the bank protect customer privacy?

BOK Financial respects customer privacy. Please read our privacy policy in the back of this brochure thoroughly, as it answers important questions you may have regarding privacy.

FDIC Insurance Coverage

Are my deposits still insured by the government?

Your deposits are protected up to \$250,000 per deposit ownership category, as defined by the FDIC, by the full faith and credit of the United States government. If your deposit requirements exceed \$250,000 per deposit ownership category, contact your banker to discuss.

What about FDIC coverage of my deposits?

Arizona Business Bank and Bank of Arizona are now a single bank – BOK Financial – with only one FDIC insurance limit for each deposit ownership category. If you had deposit accounts at both banks, your deposits will be insured separately per deposit ownership category for six months after our integration date of March 23, 2019, in accordance with the FDIC. CDs will continue to be insured separately per deposit ownership category until the earliest maturity date after March 23, 2019. If you had a CD prior to the acquisition that matured after March 23, 2019, and was renewed for the same term and dollar amount (including any compounded interest) before March 23, 2019, it will continue to be insured separately until the first maturity date after March 23, 2019.

If you have Certificates of Deposits (CDs) at both banks, separate coverage per deposit ownership category will continue at each bank until the next maturity date of the CDs after the six-month period following the integration, as long as the term and balance of the CDs do not change.

If you open a new account at any BOK Financial bank (Arizona or Colorado), and you already have an account at either bank, your deposits will be insured up to \$250,000 per deposit ownership category in accordance with FDIC practice. If your deposit requirements exceed \$250,000 per deposit ownership category, a relationship banker is available to discuss safe and convenient ways to manage your accounts.

WHAT IF I HAVE MORE QUESTIONS?

We understand you may have more questions. If you need additional information, please feel free to call us at:

COMMERCIAL/TREASURY CLIENTS:

Phoenix area: (602) 808-5342 Other areas: (866) 802-5506

A live client services professional is available during the following hours (MT):

Monday-Friday: 7:30 a.m. - 5:30 p.m.

INSURANCE CLIENTS:

Phoenix area: (602) 296-2300 Other Areas: (800) 908-9840 A live client service professional is available during the following hours (MT):

Monday-Friday: 7:30 a.m. - 4:30 p.m.

PERSONAL BANKING CLIENTS:

(844) 517-3308 (This number will be operational on March 25, after conversion weekend.)

A live banker is available during the following hours (MT): Monday-Friday: 6 a.m. - 8 p.m.

Saturday: 7 a.m. - 4 p.m. | Sunday: Closed

IN THE COMMUNITY

A Shared Philosophy and Passion: Our Commitment To The Community

As BOK Financial, our commitment to the community will continue to build on what Bank of Arizona and Arizona Business Bank have already established. We are committed to growing relationships and our presence in the Arizona market through our unique style of serving the community.

Our community commitment runs deep at both the local and parent company level. Here are some highlights:

ARIZONA

Community Commitment to Arizona Organizations:

Over \$227,000 in community contributions to more than 60 Arizona organizations in 2017.

Nonprofit Leadership:

Over 35 nonprofit leadership positions filled by Bank of Arizona employees.

Outstanding Women Leaders Program:

Recognizing Arizona's community leaders through education, engagement and networking events.

ALL REGIONS

We serve in many ways, including:

\$5.1 Million: The financial investment made in communities throughout our markets in 2017.

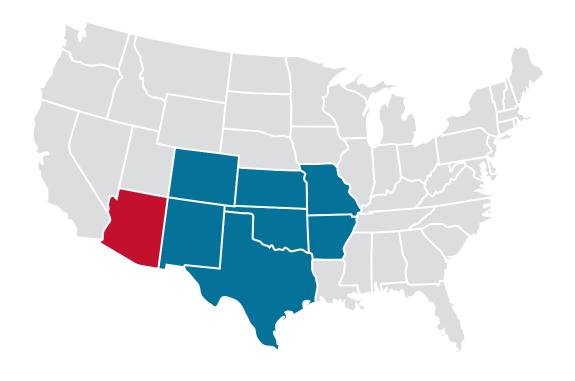
690+: The number of nonprofits and organizations impacted directly through our support.

711: Leadership positions filled by 403 employees who served on nonprofit boards and committees.

5,263: Children taught by the "Learn for Life" financial literacy program.

\$2.2 Million: Employee contributions to the United Way.

\$940,000: Corporate contributions to the United Way.



LOCATIONS AND HOURS

1. CAMELBACK

3001 E. Camelback Road, Ste. 100 Phoenix, AZ 85016

2. MESA RIVERVIEW

901 N. Dobson Road Mesa, AZ 85201

3. SCOTTSDALE

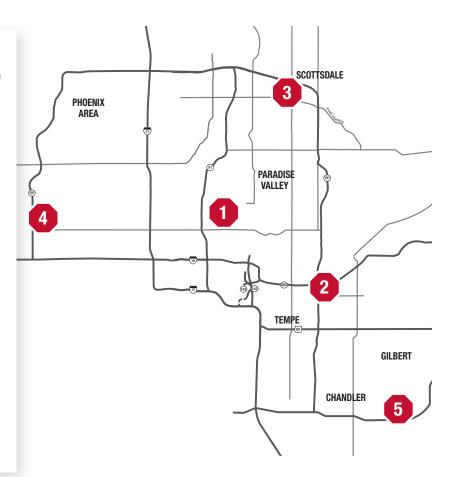
7000 E. Mayo Blvd. Phoenix, AZ 85054

4. CAMELBACK/101

9545 W. Camelback Road Phoenix, AZ 85037

5. GILBERT (SOUTHEAST VALLEY)

275 E. Rivulon Blvd., Ste. 101 Gilbert, AZ 85297 No drive thru services





What are your banking center hours?

Lobby Hours Drive-Thru Hours

Monday - Friday 9 am - 5 pm 9 am - 5 pm

Saturday Closed 9 am - 12 pm

Closed Closed

SUMMARY OF FEES AND DEFINITIONS

FEES

Applies To All Accounts

Account Closed in Overdraft Position - \$35.00 (client remains responsible for accrued charges)

Account Reconciliation - \$15.00 per hour (minimum one-half hour)

Account Research - \$20.00 per hour (minimum one-half hour)

ATM Fees

- ATM/Debit Card Replacement Fee \$5.001
- BOK Financial ATM Transactions \$0.00

Check Printing - Fee varies by style of check and quantity ordered.

Closing Fee - \$10.00 closing fee will be assessed on personal savings accounts closed within one year of the opening date.

Collection Items - \$10.00 per item

Copies

- Check Copy \$4.00 each, 4 copies a year at no charge with check safekeeping
- Statement Copy \$4.00 per statement

Deposit Verification Fee - \$15.00 each

Deposited Items Returned Fee (Charge Backs)
- \$12.00 each

\$12.00 Cdoff

Dormant Account Fee - \$10.00 per month

Excessive Withdrawal Fee - per excessive item

- Business Savings \$2.00
- Youth Savings \$2.00
- Personal Savings, Personal Money Market,
 Premier Money Market \$10.00

External Transfers

- Incoming Transfers \$0.00
- Outgoing Transfers \$3.00

Inactivity Fee - \$5.00 per month

International ATM and Debit Card Transactions - 3% of the total transaction amount

Official Checks - \$3.00 per check for clients1

Overdraft Fees

- Overdraft Fee \$32.50 per item
- Extended Overdraft Fee \$6.50 per business day charged after 5 consecutive business days of your account being overdrawn.

Overdraft Protection Transfer Fee (certain accounts are eligible for a discounted transfer fee; see the Definitions section for details.)

- Standard transfer fee \$12.50
- Discounted Fee \$7.502

Phone Transfer Fee

- No charge through ExpressBank Automated Service
- \$2.00 per transfer through ExpressBankers

Returned Item Fee - \$32.50 per item

Special Statement Cycle - \$5.00 each

Statement Fees

- Online Statement \$0.00
- Paper Statement \$1.50, where applicable

Stop Payment Fee - \$32.50 each for up to 6 months1

Transaction Summary Statements - \$2.00 each

Undeliverable Mail Fee - \$15.00 one time charge upon return of second undeliverable statement

Wire Transfer Fee

Domestic/Clients - \$12.00 per incoming transfer/\$30.00 per outgoing transfer¹

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^{1.} Certain accounts are eligible for either a discounted or waived fee. (See individual product brochures for details)

^{2.} A discounted transfer fee is not available when the transfer originates from a Personal Line of Credit or a Business Line of Credit.

DEFINITIONS

Annual Percentage Yield (APY) - A percentage rate reflecting the total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period.

ATM Transactions - Includes all deposits, withdrawals, account transfers and inquiries at any ATM. Some transactions and multiple account access may not be available at all ATM locations.

Available Balance - Your previous day's ledger balance, minus holds placed on your account by us, minus withdrawals and transfers from your deposit accounts made at a terminal or through BOK Financial's ExpressBank or Online and Mobile Banking plus transfer credits. Cash deposits and checks cashed at the Bank along with ACH credits and debits to be posted to your account during the day may increase or decrease the available balance.

Average Collected Balance - For maintenance fees, we take the sum of the collected balance (positive or negative) in the account for each day of the period divided by the number of days in the period.

Average Daily Balance Method - The application of a periodic rate to the average daily balance. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Average Ledger Balance - The sum of the ledger balance (positive or negative) in the account for each day of the period divided by the number of days in the period.

BOK Financial's ExpressBank - Our full-service banking by phone. Phoenix (602) 840-7761 / Outside this area (866) 492-1339

Collected Balance - Derived after all transactions have been posted to your account, yet includes only those funds which actually have been collected or paid by us.

Daily Balance Method - The application of a daily periodic rate to the balance in the account each day.

Deposited Items Return Fee - Occurs when you cash or deposit a check drawn on another account and it is returned against your account.

Dormant Account - A Checking or Savings Account will be considered dormant if a statement for such Account is returned as undeliverable and following reasonable efforts the client cannot be located; and the Account has had no owner-generated activity during a statement cycle.

Excessive Withdrawal Fee - Permitted to make a total of 6 transfers and withdrawals each monthly statement cycle without incurring an excessive withdrawal fee, by the following methods: in-person transactions at banking centers, automatic transfers, preauthorized payments, telephone (including ExpressBank and Online Banking) and wire transfers. The Bank will not assess more than five excessive withdrawal fees per statement cycle.

External Transfer - An external transfer is the secure movement of money between your eligible BOK Financial account and your own external accounts at other financial institutions within the United States.

Federal Transaction Limits - Certain types of withdrawals and transfers from savings and money market accounts are limited to a total of 6 per monthly statement cycle. This limit is governed by federal Regulation D and our Agreements and Disclosures. However, this limit does not apply to transactions made in-person at banking centers, by mail or at an ATM. (Please note that Excessive Withdrawal Fees still apply to in-person transactions at banking centers as described above.) To comply with federal regulations, if you exceed the transaction limitations on more than an occasional basis, we will notify you and convert your account to a non-interest bearing checking account.

Inactivity Fee - A fee that is assessed when your account has had no client generated transactions for 6 consecutive months.

International Transactions - Those ATM and Debit Card transactions processed outside the United States. A Non-Bank ATM fee may apply.

Ledger Balance - Derived after all transactions have been posted to your account, regardless of whether the funds actually have been collected or paid by us.

Non-BOK Financial ATMs - includes fees for withdrawal, transfer, and balance inquiries when using another bank's ATM. Although we will not charge you a fee for using a non-BOK Financial ATM, some banks will. A fee can be avoided by using one of more than 32,000 free MoneyPass ATMs nationwide, including more than 200 statewide. In addition, if you own one of the following account types and are charged an ATM fee, you will be issued one (1) automatic rebate per statement cycle: High School Checking, Opportunity Banking, Choice Checking, Access Checking, Select Checking, Free Business Banking or Free Small Business Checking. Premier Checking clients will be automatically refunded all ATM fees charged by another financial institution.

Overdraft Fee - A fee charged when we pay any item (e.g. check or any type of electronic debit) you authorize in an amount greater than your account balance.

Overdraft Protection Transfer Fee - If enrolled, we will automatically transfer funds, to the extent they are available, from your BOK Financial savings, money market account or personal line of credit into your checking account at the end of any business day on which your Available Balance is less than zero. Limited to one linked savings or money market account, or a personal line of credit as a source of funding. With each transfer, you will be assessed the Overdraft Protection Transfer Fee. The amount of the transfer will be sufficient to cover the amount of your negative balance, plus the amount of the transfer fee. To the extent the funds in your designated funding account are insufficient to cover all overdrafts in your Checking Account, an Overdraft Fee or Returned Item Fee may be charged for each overdraft not covered by the transfer, under the terms of the Depository Agreement for Transaction Accounts. If the transfer is not sufficient to cover at least one overdraft item, you will not be charged an Overdraft Protection Transfer Fee. The following accounts are eligible for a discounted transfer fee: Diamond Checking and Select Checking. The transfer fee is waived for Premier Checking accounts. The fee cannot be discounted or waived when the transfer originates from a personal line of credit. Transfers from your savings or money market may be subject to an excessive withdrawal fee. See Summary of Fees and Definitions for pricing.

Returned Item Fee - A fee charged for processing any items (i.e., checks or any type of electronic debits) you authorize which are for more than your account balance, when the items are returned unpaid.

Statements - Your account statements are available to you in Online and Mobile Banking at the time of your account opening; however, you will be required to turn off paper statements by logging in to Online or Mobile Banking, selecting "online only", and accepting the Online Statements Terms and Conditions. If you choose to receive a monthly statement via postal mail, a statement fee of \$1.50 will be assessed each month for applicable accounts. Turning off paper statements will waive the \$1.50 fee and terminate the mailing of your monthly statement.

Terminals - Automated Teller Machines (ATMs) and other electronic machines in which you may use your ATM Card or BOK Financial Debit Card.

Tier Rates - Administered rates which may change daily at the discretion of the Bank based on market conditions and may vary by type of account.

Transfer Credits - Transfers from one deposit account to another made at a terminal or through BOK Financial's ExpressBank or Online Banking.

AGREEMENTS AND DISCLOSURES

Depository Agreement for Transaction Accounts

Depository Agreement for Time Accounts

Funds Availability Disclosure

Electronic Funds Transfer Agreement and Disclosure for Consumer Accounts

USA Patriot Act Disclosure

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BOK Financial's ExpressBank

Use our ExpressBank to open an account, to apply for a loan, for assistance with an existing account or to learn more about BOK Financial products and services.

BOK Financial's ExpressBank also provides automated customer information and facilitates money transfers between accounts and ordering checks.

Using any touch-tone telephone, simply call the number in your area: 844-517-3308

Addresses

Lost or stolen cards, errors or questions, cancellation of card or account:

BOK Financial Attention: Statement Rendering BTC 1W P.O. Box 2300 Tulsa, OK 74192-0001

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Depository Agreement for Transaction Accounts

This Depository Agreement for Transaction Accounts ("Transaction Accounts Agreement") governs the operation of your Account with us (referred to as the "Account"). The words "we", "us" and "our" mean BOKF, NA dba BOK Financial and the words "you" and "your" mean the Owner(s) of the Account named on the Signature Card or, if the Account does not have a Signature Card, named in our records. If this is a joint account, "you" and "your" refers to each of you and all of you. The phrase "Authorized Person" means you and anyone authorized by you to have access to funds and transact other business with respect to the Account. Your signature(s) on the Signature Card, and/or the deposit of funds into the Account, shows that you and all other Authorized Persons promise to be bound by this Transaction Accounts Agreement and the laws and regulations applicable to your Account. We also promise to be bound by such laws and regulations. This Transaction Accounts Agreement, together with applicable laws and regulations, will govern your deposit relationship with us. As used herein, "Business Day" means any weekday, Monday through Friday, except legal holidays, on which we are open for business.

We operate consumer and business Accounts. Consumer accounts governed by this Transaction Accounts Agreement include, but are not limited to, checking accounts, money market deposit accounts, and savings accounts (but exclude time deposits and certificates of deposit) ("Consumer Accounts"). The following are examples of Consumer Accounts:

- Individual Account An Account you open for personal, family or household purposes and owned by one person.
- Fiduciary Account An Account opened by a Personal Representative, Guardian, Conservator, Trustee, or other fiduciary in such capacity.
- Payable on Death Account An Account designated as payable to a named Beneficiary upon the death of the Account Owner.
- Joint Account All of the following are referred to in this Transaction Accounts Agreement as Joint Accounts:
 - a. Joint Accounts With Survivorship An Account owned by two or more persons as joint tenants with right of survivorship and not as tenants in common and payable to any of them or the survivor(s).
 - Joint Accounts Tenancy in Common An Account owned by two or more persons as tenants in common and not as joint tenants with right of survivorship and payable to any of them.

The following are examples of Business Accounts governed by this Transaction Accounts Agreement:

- Sole Proprietorship Accounts A business Account owned solely by you as an individual doing business either under your own name or a trade name.
- Corporate, Partnership, Limited Liability Company and Other Organizational Accounts An Account opened by any business or other organization or association.

Those provisions of this Transaction Accounts Agreement designated as Consumer do not apply to Business Accounts.

- 1. Summary of Fees and Product Brochures. All Accounts are governed by the Summary of Fees applicable to such Account. Certain Accounts are also governed by additional terms and conditions which are set forth in separate brochures applicable to such Accounts ("Product Brochures"). The Summary of Fees and the Product Brochure are part of this Transaction Accounts Agreement and are incorporated herein. In the event of a conflict between the terms set forth herein and the Product Brochure, the Product Brochure will control.
- 2. Subaccounts. Interest-bearing checking Accounts and non-interest bearing checking Accounts will consist of two subaccounts. These subaccounts will be as follows: 1) for interest-bearing checking Account, and 2) for non-interest bearing checking Account, one subaccount will be a checking Account and the other subaccount will be a non-interest bearing savings Account. At various times during a statement cycle, funds may, based on various circumstances, be transferred by us between the subaccounts. All such transfers will be in accordance with the provisions of Regulation D and other applicable law.
- 3. Service Charges You agree to pay the service charges set forth in our Summary of Fees and/or Product Brochure applicable to your Account as amended from time to time. Regardless of the status of your Account as active, inactive or dormant, you agree that we may deduct service charges, as incurred, directly from your Account.
- 4. Death of Account Owner Upon the death of the Owner of a Consumer Account, the rules below corresponding to the form of ownership will govern your Account.
 - a. Individual Account Upon receiving notice of your death, we will release the funds only to the personal representatives of your estate, except as otherwise permitted by law.
 - b. Joint Accounts Upon the death of an Owner of a Joint Account, the following applies:
 - i. Joint Accounts With Survivorship Upon the death of an Owner of an Account owned by two or more persons as joint tenants with right of survivorship, the balance in the Account will belong to the survivor(s). Notwithstanding, you recognize that the right of any survivor who is not a spouse of the decedent may be subject to certain limitations and notice requirements imposed by law. All Joint Accounts not otherwise expressly specified on the Signature Card, or, if there is no Signature Card, in our records, are Joint Accounts -With Survivorship.
 - ii. Joint Accounts Tenancy in Common Upon the death of an Owner of an Account owned by two or more persons as tenants in common, the balance in the Account will belong to the estate of the decedent and the survivor(s), as their interests may be determined by a court of competent jurisdiction. You recognize that the right of any survivor, including a spouse of the decedent, will be subject to certain limitations and notice requirements imposed by law. No Account will be a Joint Account Tenancy in Common unless expressly specified on the Signature Card, or, if there is no Signature Card, in our records.
 - C. Payable on Death If the Account is described as Payable on Death, the named Beneficiary (or his estate, if deceased) shall have ownership of the funds only upon the death of the Account Owner who shall have the right while living to all the funds and to remove or change the Beneficiary. We are entitled to continue to permit withdrawals on behalf of the Account Owner(s) after we receive notice of death to the extent permitted by law. If more than one Beneficiary is designated, each shall be entitled to equal, undivided interest in the funds in said Account as joint tenants, with right of survivorship and not as tenants in common; and the receipt or acciuttance of any such Beneficiary shall be valid and sufficient release and discharge of the Bank for any payment or disbursement of such funds. If there is more than one Account Owner with the right while living to all the funds, the Account will be treated as a Joint Account With Survivorship as between the Account Owners with such right, and any one of them may remove or change the Beneficiary.

5. General Information and Requirements Applicable by Account Type.

- a. Fiduciary Accounts Any fiduciary named as a signer on a Fiduciary Account shall be solely responsible for acting in accordance with the terms of applicable Arizona law, the will, court order or trust instrument establishing and covering the fiduciary relationship. We do not accept any responsibility for examining or insuring compliance with the provisions of any such law, will, order or instrument.
- b. Sole Proprietorship Accounts If a sole proprietor business Account is to be opened in a trade name you hereby warrant that instruments made payable to the business and deposited in the Account are and will be in fact payable to you as Owner. If any other persons become interested in the business as partners or if the business becomes incorporated, you agree to notify us without delay. Upon receiving notice of your death, we will release the funds only to the personal representatives of your estate, except as otherwise permitted by law.
- c. Corporate, Partnership, Limited Liability Company and Other Organizational Accounts For any Account opened by any business or other organization or association, we reserve the right to require the Owner to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the Account Owner. All persons authorized to act on the Owner's behalf are Authorized Persons. We will honor such an authorization until we receive written notice of a change from the Owner. It is mutually agreed that the power and authority of each Authorized Person shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the Owner or otherwise. In the event of a dispute over the person or persons in control of the Owner, we may continue to rely on the existing authorization until the dispute is resolved.
- d. Joint Accounts General Any item made payable to one or more of you may be deposited to the Account by us or anyone else and we may supply any endorsements required for this purpose. We may (but we shall not be required), in our sole discretion and without liability to any of you, refuse to honor a withdrawal from a Joint Account if any one of you requests us in writing not to permit the withdrawal. However, we may also, in our sole discretion, elect to honor such a withdrawal unless enjoined from such action by a court of competent jurisdiction. We may accept an instruction from any one of you to close the Account or add a new Owner or authorized signer, but we are not required to do so. We will not delete any Owner from the Account without that Owner's written consent, but we may substitute the estate of a deceased Owner.
- 6. Signatures If the Account has a Signature Card, all persons who sign the Signature Card, either as Owners or as authorized signers, are Authorized Persons. We may recognize the signature(s) of the Authorized Persons as shown on the Signature Card in the payment of funds and in the transaction of all other business in connection with the Account. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile or scanned signature resembling a signature on file with us, regardless of by whom or by what means the actual or purported facsimile signature was affixed to the item. If the Owner of the Account is a corporation, trust, limited liability company or partnership, every person affixing his signature to the Signature Card represents for himself and on behalf of the Owner that he is fully authorized to execute this Transaction Accounts Agreement in the capacity therein stated. The parties agree that Transactions related hereto may be conducted by electronic means and shall be governed by the Uniform Electronic Transaction Act. The storage and reproduction of this Transaction Accounts Agreement through document imaging shall constitute an original hereof.

- Authority If the Owner of the Account is a corporation, trust, limited liability company, partnership or association, we may require the Owner to furnish us with evidence of any corporate, trust, limited liability company, partnership or association action relating to the opening or maintenance of the Account and any changes therein. Such Owner will be asked to furnish the names and signatures of persons authorized to conduct transactions.
- Statements and Liability for Errors, Forged, Altered and Unauthorized Items To minimize our mutual risk of loss, you agree that you will carefully maintain access to your Account information, including use of anti-virus software and examine your statement and other notices and confirmations that we send or make available to you online or in writing and you will immediately report to us any errors, forgeries, unauthorized signature(s) or altered items paid from your Account. The parties agree that a missing endorsement on an instrument presented for collection or payment shall be deemed a forgery in all cases arising under Articles 3 and 4 of the Uniform Commercial Code and for purposes of this Transaction Accounts Agreement. You agree that if you fail to report to us any such unauthorized account opening, error, forgery, disbursement, unauthorized signature(s) or altered item paid from your Account within thirty (30) days after the statement, notice or confirmation is made available to you, you are precluded from asserting liability against us which arises as a result of such error, forgery, unauthorized signature or altered item charged to, or paid from, your Account. In addition, you agree that if you fail to notify us within thirty (30) days after any statement, notice or confirmation is first made available to you that you believe that a charge made to your Account has been made in error, (excluding charges defined in the Electronic Funds Transfer Services Agreement and Disclosure Statement for Consumer Accounts), you will be deemed to have accepted any charges assessed against your Account as shown by the statement, notice or confirmation, and the Account balance, as reported, will be deemed to have accepted any charges assessed against your Account as shown on the Signature Card or to such other address as you shall designate in writing. We may, but we shall not be required to, mail or email your canceled checks and draft Account, we may, but we shall not be required to, accept an instrument proving cha Statements and Liability for Errors, Forged, Altered and Unauthorized Items - To minimize our mutual risk of loss, you agree that you will carefully maintain access to your Account information,
- Rate Information The interest rate and Annual Percentage Yield (APY) are administered by the Bank and may change daily at the discretion of the Bank, unless stated otherwise. If the Account is interest bearing, interest will be paid at the rate and intervals set forth in the Product Brochure applicable to your Account, as the same may be amended from time to time. The termination of this Transaction Accounts Agreement may result in the forfeiture of accrued, unpaid interest.

- Compounding and Crediting Policy
 a. Interest Calculation Unless stated otherwise, we used the daily balance method to calculate interest on your Account. The daily balance method applies a daily periodic rate to the balance in the account each day.
 - b. Interest Accrual Interest begins to accrue no later than the first Business Day that the Bank receives the deposit of noncash items (for example, checks).
 - c. Compounding and Crediting of Interest Interest is compounded and paid monthly.
- 10. Deposits All deposits are accepted subject to correction. We assume no responsibility for the correctness of the listings on the original or duplicate of any deposit ticket and shall not be bound as to the contents thereof. Any non-cash items tendered for deposit (including items drawn "on us") will be given conditional credit only, subject to final collection and payment, and may be charged back at any time until actual cash payment is received. All items drawn on us which are not good at the close of business on the day of deposit may be charged back to you on the same or next Business Day without prior notice to you. (The actual credit for a deposit of, or payment in, foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars.) Checks or drafts may be refused if drawn against such conditional credit, except as otherwise provided by laws and regulations governing funds availability. All items may be collected through collecting agents, as your agents, and items lost or not returned within a reasonable time may be charged back to you. Items may be sent directly to any financial institution on which they are drawn or at which they are payable, or may be sent through collecting agents for collection and remittance. We and/or all collecting agents may accept cash, drafts, or checks in payment of such items and shall not be liable for any failure to collect drafts or checks so received. We may charge your Account for the actual costs of collecting any item so deposited, and if a deposited item is not paid, we will reverse the credit and may charge the Account the fee then in effect for returned deposited items without prior notice to you or obtain a refund from you directly. Any item credited to your Account shall be deemed endorsed by you, and you hereby authorize us to supply for you any inssing endorsement which may be necessary or convenient. Deposits made at our offices should be made not later than one (1) day in advance of presentment of checks or drafts dr Agreement and our general rules, regulations and operating procedures as are in effect from time to time.
- 11. Direct Deposits If, in connection with a direct deposit plan, we deposit any amount in your Account which should have been returned to the U.S. Government or any other person makes such a deposit for any reason, you hereby authorize us to deduct the amount of our liability to the Government or such other persons from your Account or from any other account you have with us, without prior notice and at any time, except as the law may otherwise require. We also may use any other legal remedy to recover the amount of our liability.
- 12. Mobile Deposits All mobile deposits are subject to the Mobile Deposit Terms and Conditions.
- Withdrawals Generally Except as restricted below, withdrawals may be made by withdrawal slip, by ATM, or check. Savings and Money Market Deposit Accounts ("MMDA") are subject to the restrictions described below. All forms used for withdrawals must be approved by us and must be signed by one of the persons designated as an Authorized Person for the Account. Withdrawals will first be made from collected funds and we may, at our discretion, refuse any withdrawal request against uncollected funds even if our general practice is to the contrary. We reserve the right at any time to require not less than seven (7) days' notice in writing before each withdrawal from a Savings Account or a MMDA.
- 14. Withdrawals Restrictions -

You are limited to a total of 6 withdrawals per statement cycle by the following methods: third party checks and drafts, automatic transfers, preauthorized payments, telephone (including 24-Hour ExpressBank, NetConnect, Online Banking) and wire transfers. A fee will be assessed for each transaction exceeding this limit. To comply with federal regulations, we may be required to close your Account for exceeding this limit.

- Savings Accounts
 You are limited to a total of 6 withdrawals per statement cycle by the following methods: automatic transfers, preauthorized payments, telephone (including 24-Hour ExpressBank, NetConnect and Online Banking) and wire transfers. A fee will be assessed for each transaction exceeding this limit. To comply with federal regulations, we may be required to close your Account for expressions this limit.
- 15. Telephone Transfers If otherwise permitted, funds may be transferred from the Account to another account with us, by telephone, by the same person(s) and under the same conditions generally applicable to withdrawals by written order.
- 16. Funds Transfers Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the Account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the Account, will be governed by this paragraph. Except as otherwise specified in this paragraph, your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by Article 4A of the Uniform Commercial Code as enacted in Arizona ("UCC4A"). We reserve the right to refuse to accept any payment order, YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING OR BANK ACCOUNT NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT DIFFERENT PERSONS OR ACCOUNT NUMBER. SO 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. We must receive payment orders not later than 2:00 p.m. Central Time on a 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. We will give you notice of the acceptance of a payment order by posting the amount of the payment order to the Account. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be canceled, but may not be 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 sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via ot occurrences outside our immediate control.
- 17. Agent You hereby authorize each separate Authorized Person designated on your Account to conduct and perform any and all business or activity with respect to your Account, including but not limited to, drawing and negotiating checks on your Account, making withdrawals and deposits from and to your Account, endorsing any checks or drafts payable to you for deposit to your Account, receiving information or statements on your Account, signing any document in connection with the Account and disposing of or dealing with the Account as your agent as freely and fully as you might do in person; and, you hereby ratify every action that may be taken by any Authorized Person in connection with the authority hereby granted. This authority may be revoked only by written revocation delivered to us. You further agree and understand that each person who is named as an Authorized Person on your Account may act without the joinder of any other Authorized Person with respect

- 18. Trade Name If you have established your Account under a trade name, you certify that you are doing business under that name and that no one else has any right, title and interest to that trade name. You agree to protect and indemnify us against any loss or liability, including court costs and attorneys' fees, arising from the acceptance by us for payment or credit, checks drawn to the order of and endorsed in the trade name.
- 19. No Post-Dated Checks You agree not to date any check later than the date you write it. If you do post-date a check, you hereby authorize us to pay any such check presented to us as a cash item, upon receipt, the same as if it bore the date it is presented for payment, even if you have previously given us notice that the item is post-dated. Notwithstanding, we reserve the right to return any such post-dated check, whether presented to us as a cash or collection item.
- 20. Check Legends You agree that we may disregard any information on a check other than the signature of the drawer, the identification of the drawee bank and payee, the amount, and other information encoded on the MICR line and that we shall not be responsible for enforcing any additional language or notification of limits on an Authorized Person's authority to make or draw a check against an account such as (but not limited to) "void if not paid within 30 days" or "not good in excess of \$100.00" or "two signatures required if over \$100.00".
- 21. Stale Items If any item is presented for payment on your Account more than six (6) months after its issue date, we may in our sole discretion dishonor the item and return it unpaid, but we have no obligation to do so and we may, in good faith, pay such an item.
- 22. Stop Payments If you do not want us to pay a check written on your Account, or a draft drawn on your Account, you may request us to stop payment by providing us your Account number; the number, date, and amount of the check; the payee's name; and the reason for asking us to stop payment. All of the required information must be correct; if the information is incorrect in any particular way, your request to stop payment will be ineffective. We will honor a stop payment request made by you or by any Authorized Person with respect to any check or draft drawn on the Account that has not yet been processed. A request becomes effective when our bookkeeper records it on your Account. Unless renewed, a written or oral request for stop payment is effective for six (6) months only. We may charge your Account a service charge for each stop payment order at the rate set forth in our Summary of Fees, as amended from time to time. You agree to pay us for any losses, costs and expenses, including reasonable attorneys' fees, which we incur as a result of complying with a stop payment request. You also agree to return the check to us if it should ever come into your possession. If anyone sues us to require payment of the item, you agree, if we so request, to appear in court and defend us against suit. You agree that a stop payment order which is otherwise valid will become effective within a reasonable time after we receive it, and you further agree that the standard for what constitutes a reasonable time shall be determined by a comparison of other financial institutions of comparable size in this marketplace.
- 23. Processing Order, Returned Items and Overdrafts The transactions you make affect your Available Balance in your account. (The "Available Balance" is your current ledger balance, minus holds placed on your Account by us, minus debit card authorizations, withdrawals and transfers from your Accounts made at an automated teller machine ("ATM") or other electronic terminal, or through our 24-Hour ExpressBank, Online Banking or Online Bill Pay plus transfer credits. Cash deposits and checks cashed at the Bank, along with ACH credits and debits to be posted to your Account during the day, increase or decrease, respectively, the available balance. The use of your Debit Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon, your primary checking Account. The ledger balance is derived after all transactions received the previous Business Day have been posted to your Account regardless of whether the funds actually have been collected or paid by us. Transfer credits are transfers from one Account to another made at an ATM or other electronic terminal or through the 24-Hour ExpressBank or Online Banking.) Credits including, for example, teller deposits, ATM deposits and direct deposits increase your Available Balance. Debits including, for example, debit card transactions (including debit authorizations), withdrawals, transfers, payments and fees decrease your Available Balance. Adjustments including, for example, deposit item returns and error resolutions may increase or decrease your Available Balance, depending on the nature of the adjustment.

We use automated systems to process your credits, debits and adjustments - collectively, called "items" - and then to post them to your Account at the end of the Business Day.

When we process multiple transactions in a single day, we may post items in any order. Generally, we will post credits, debits and adjustments in groups by type, with all transactions in one group being processed before any transactions in the next group, as follows:

Transaction Type	Posting Order
Credits	Chronological, or highest to lowest when bank cannot determine date or time of transaction
Obligations to Bank and Adjustments such as error resolutions	Chronological, or lowest to highest when bank cannot determine date or time of transaction
Debits, such as ATM, debit card, online or mobile banking transfers, online BillPay (if electronic), and wires	Chronological', or lowest to highest when bank cannot determine date or time of transaction
Checks** and ACH*** transactions	Highest to lowest
Most Fees	Lowest to highest

^{*}Debit card transactions will be placed in chronological order on the day they are received by the bank from the merchant, which is often one or more days after you complete the transaction and incur a debit

If an item is drawn on your Account and your Available Balance is insufficient to pay the item, we may, in our discretion (1) refuse to pay the item, without giving you prior notice, and charge a Returned Item Fee at the rate set in the Summary of Fees, as amended from time to time, or (2) elect to pay the item, in which case we will charge the Overdraft Fee at the rate set in the Summary of Fees and deduct the amount of the overdraft and the Overdraft Fee from the next deposit. A copy of the Summary of Fees may be found on the bank's website or at your banking center location. The fact that we may, from time to time, pay an item that would overdraw the Account, does not obligate us to pay any such items.

f multiple items have been presented against the Account and your Available Balance is insufficient to pay all the items presented, we will charge a fee (Overdraft Fee or Returned Item Fee) with respect to each item paid or returned. If your balance continues to remain overdrawn more than five Business Days, you will be subject to an Extended Overdraft Fee in the amount set in the Summary of Fees.

For Consumer Accounts, we will process ATM and everyday debit card transactions as explained in the Overdraft Program Opt-In Form, a copy of which may be found on the bank's website or at your

Overdraft Protection - Overdraft Protection allows you to protect against overdrafts by linking your Checking Account to a designated funding account. If you enroll in Overdraft Protection, we will automatically transfer funds, to the extent they are available, from the funding account you designate into your Checking Account at the end of any business day on which your Available Balance is less than zero. Limited to one linked savings, money market account, or personal line of credit as a source of funding. With each transfer, you will be assessed the Overdraft Protection Transfer ele eidentified in the Summary of Fees and Definitions. The amount of the transfer will be sufficient to cover the amount or your negative balance, plus the amount of the Overdraft Protection Transfer fee. To the extent the funds in your designated funding account are insufficient to cover all overdrafts in your Checking Account, an Overdraft Fee or Returned Item Fee may be charged for each overdraft not covered by the transfer, under the terms of the Depository Agreement for Transaction Accounts. If the transfer is not sufficient to cover at least one overdraft item, you will not be charged an Overdraft Protection Transfer Fee. By requesting Overdraft Protection, you agree to pay any Overdraft Protection Transfer Fee charged to your Checking Account. If your account is a Joint Account, all Owners are jointly and severally liable for the amount of any Overdraft Protection Transfer Fee(s) charged. Additionally, Overdraft Protection Transfers count toward the limit of six (6) withdrawals per month as explained in Paragraph 14 of this section of the Agreements and Disclosures.

You agree to pay any overdraft upon our oral or written demand. If you fail to do so, we may charge your Account for the amount of the overdraft and may close the Account without notifying you in advance of such action. If an overdraft, Overdraft Fee, Returned Item Fee, or Extended Overdraft Fee is collected through probate, bankruptcy or other judicial proceedings or if we have to file suit to collect money due us because of transactions on your Account, or to enforce our terms and conditions, you agree to pay all our expenses, including attorneys' fees, incurred in connection with collecting the money due us. If the Account is a Joint Account, all Owners are jointly and severally liable for the amount of any overdraft, Overdraft Fee, Returned Item Fee or Extended Overdraft Fee, and litigation expenses. We may recover as our costs the reasonable attorney's fees and related expenses incurred in resolving any issues, claims or disputes pertaining to the Transaction Accounts Agreement by setting off any funds in any of your

24. Account Transfer – The Account may not be transferred without our prior consent. If you wish to transfer or change the ownership of the Account, we may require that the Account be closed and a new account opened. (This paragraph does not by itself restrict the transfer of funds out of the Account by any method otherwise permitted.)

^{****}ACH (Automated Clearing House) debits are received electronically through a merchant you have instructed to bill your checking account i.e. for your utility or phone bill.

- 25. Set-Off You acknowledge and agree that we have a security interest in the Account and may, at any time, set-off any and all balances in the Account against any debt owed to us by you. For this purpose, debt includes, but is not limited to, any liability or obligation owing to us whether direct or indirect, secured or unsecured, liquidated or unliquidated, absolute or contingent, joint or several, due or to become due, howsoever arising or acquired, whether now existing or hereafter acquired by us, and wherever payable, without regard to whether such Account Owner's liability or obligation constitutes that of a maker, drawer, endorser, guarantor, or otherwise. Debt, for purposes of set-off, does not include credit card debt owed to the Bank.
- 26. Levies and Garnishment Any garnishment or levy is subject to our security interest and right of set-off. If the Account, we may pay all amounts in the Account in satisfaction of any garnishment or levy, even if the garnishment or levy attaches to the interest of fewer than all the Owners. In the event of a dispute with respect to a garnishment or levy, or uncertainty or competing claims concerning ownership or control of the Account, we may (in our sole discretion) freeze all funds in the Account until such time as the dispute is resolved, whether or not the notice we receive of the garnishment, levy or claim is legally sufficient. In responding to a garnishment or levy, we will not be liable to you if payment leaves insufficient funds to cover outstanding items. We will not be liable to you if a freeze of the funds in the Account results in the return of outstanding items unpaid.
- 27. Amendments and Termination We may amend our rules and regulations or any provision of this Transaction Accounts Agreement (including but not limited to the Summary of Fees and the Product Brochure), or stop the payment of interest on your Account at any time. For Consumer Accounts, we ordinarily send you advance notice of an adverse change to this Transaction Accounts Agreement. However, we may make changes without prior notice unless otherwise required by law. When we change this Transaction Accounts Agreement in the new version of this Transaction Accounts Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or to keep it open, you are deemed to have accepted and agreed to the change and are bound by the change. Our current Transaction Accounts Agreement is available at all times at any retail banking center location or on our website. We may close your Account at our sole and absolute discretion at any time without prior notice, provided that we tender to you the collected Account balance at the time of closing, if any, and give you notice within ten days thereafter, personally or by regular mail to the address listed on our records for the Account.

It is the sole responsibility of the Owner to notify us promptly of any change in mailing address to avoid delays in mail delivery. After termination, you will still be responsible for all costs, fees and service charges accrued prior to termination and for payment of the amount of all checks and transactions in process.

- 28. Waiver of Rights We reserve the right to waive enforcement of any of the terms of this Transaction Accounts Agreement with respect to any specific transaction or series of transactions. Any such waiver will not affect our right to enforce the terms of this Transaction Accounts Agreement with respect to any other transaction.
- 29. Notices We will send notices to you at the contact information listed in our records for the Account. Notices sent to you will be effective when sent. It is the responsibility of the Owner to notify us promptly of any change in contact information to avoid delays in delivery. Notices you send to us will be effective upon receipt. Notice to any one of you is notice to all of you.
- 30. Controlling Law This Agreement will be interpreted in accordance with applicable Federal law and the law of the State of Arizona.
- 31. Attorney Fees and Litigation 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 reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation). Where we are the prevailing Party, we may recover as our costs the reasonable attorney's fees and related expenses incurred in resolving any issues, claims or disputes pertaining to the Transaction Accounts Agreement by setting off any funds in any of your Accounts.
- 32. Unlawful Internet Gambling Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

Depository Agreement for Time Accounts

This Depository Agreement for Time Accounts ("Time Accounts Agreement") governs the operation of your time deposit account with us (together with any renewals, rollovers and continuations referred to as the "Time Deposit"). The words "we" and "us" mean BOKF, NA dba BOK Financial and the words "you" and "your" mean the Owner(s) of the Time Deposit named on the Certificate of Deposit or, if the Time Deposit does not have a Certificate, named in our records. If this is a Joint Account, "you" and "your" refers to each of you and all of you. The phrase "Authorized Person" means you and anyone authorized by you to have access to funds and transact other business with respect to the Time Deposit of funds into the Time Deposits shows that you and all other Authorized Persons promise to be bound by this Time Accounts Agreement and the rules and regulations in it. We also promise to be bound by them. This Time Accounts Agreement, together with applicable state and federal laws and regulations, will govern your deposit relationship with us. As used herein, "Business Day" means any weekday, Monday through Friday, except legal holidays, on which we are open for husiness.

- 1. Scope of the Agreement This Time Accounts Agreement covers the different types of Certificates of Deposit and Time Deposit Accounts we offer. Certain Time Deposits are also governed by additional terms and conditions listed in separate confirmations ("Confirmations"), product brochures ("Product Brochures") and for Individual Retirement Accounts ("IRAs") only, custodial agreements ("Custodial Agreements"), describing the terms and conditions of those Time Deposit accounts. The Confirmation, Product Brochure and Custodial Agreement are part of this Time Accounts Agreement. In the event of a conflict between the terms set forth herein and the Product Brochure, the Confirmation and Custodial Agreement, the Product Brochure, Confirmation or Custodial Agreement will control.
- 2. Ownership of Account Your Time Deposit is governed by the rules below corresponding to the form of ownership you select.
 - a. Individual Accounts A Time Deposit you open for personal, family or household purposes and owned by one person. Upon receiving notice of your death, we will release the funds only to the personal representatives of your estate, except as otherwise permitted by law.
 - b. Individual Retirement Account A Time Deposit you open for the depositing of funds into your individual retirement account ("IRA") at the Bank. This account is available only to individuals who maintain an IRA with the Bank and is owned by one person. In the event of your death, funds in your Time Deposit will be paid to the designated beneficiary as stated in the Bank's records.
 - c. Joint Accounts All of the following are referred to in this Time Accounts Agreement as Joint Accounts:
 - i. Joint Accounts With Survivorship A Time Deposit owned by two or more persons as joint tenants with right of survivorship and not as tenants in common and payable to any of them or the survivor(s). Upon the death of any such Owner, the balance in the Time Deposit will belong to the survivor(s), as joint tenants with right of survivorship. Notwithstanding, you recognize that the right of any survivor who is not a spouse of the decedent may be subject to certain limitations and notice requirements imposed by law. All Joint Time Deposits not otherwise expressly specified on the Certificate of Deposit, or, if there is no Certificate, in our records, are Joint Accounts With Survivorship.
 - ii. Joint Accounts Tenancy in Common A Time Deposit owned by two or more persons as tenants in common and not as joint tenants with right of survivorship and payable to any of them. Upon the death of any such Owner, the balance in the Time Deposit will belong to the estate of the decedent and the survivor(s), as their interests may be determined by a court of competent jurisdiction. You recognize that the right of any survivor, including a spouse of the decedent, will be subject to certain limitations and notice requirements imposed by law. No Time Deposit will be a Joint Account Tenancy in Common unless expressly specified on the Certificate of Deposit, or, if there is no Certificate, in our records.
 - d. Joint Accounts General Any item made payable to one or more of you may be deposited to the Time Deposit by us or anyone else and we may supply any endorsements required for this purpose. We may in our sole discretion elect to honor a withdrawal by any one or more of you when provided a request to do so in writing, unless enjoined from such action by a count of competent jurisdiction. We may accept any instruction from any one of you to close the Time Deposit account or add a new owner, but we are not required to do so. However we may (but we shall not be required), in our sole discretion and without liability to any of you, refuse to honor a withdrawal from a joint account if any one of you requests us in writing not to permit the withdrawal. We may accept an instruction from any one of you to close the Time Deposit, but we are not required to do so. If there is a Certificate of Deposit, we may require presentation of the original Certificate before permitting a withdrawal, but we are not required to do so. We will not delete any Owner from the Time Deposit without that Owner's written consent, but we may substitute the estate of a deceased Owner.
 - e. Payable on Death If the Time Deposit account is so described, the named Beneficiary (or his estate, if deceased) shall have ownership of the funds only upon the death of the Owner who shall have the right while living to all the funds and to remove or change the Beneficiary. We are entitled to continue to permit withdrawals on behalf of the Owner(s) after we receive notice of death to the extent permitted by law. If more than one Beneficiary is designated, each shall be entitled to equal, undivided interest in the funds in said Time Deposit as joint tenants, with right of survivorship and not as tenants in common; and the receipt or acquittance of any such Beneficiary shall be valid and sufficient release and discharge of the Bank for any payment or disbursement of such funds. If there is more than one Owner with the right while living to all the funds, the Time Deposit will be treated as a Joint Account-With Survivorship as between the Owners with such right, and any one of them may remove or change the Beneficiary.
 - f. Fiduciary Accounts A Time Deposit opened by a Personal Representative, Guardian, Conservator, Trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a Fiduciary Account shall be solely responsible for acting in accordance with the terms of the applicable Arizona laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we cannot accept any responsibility for examining or insuring compliance with the provisions of any such law or instrument.
 - g. Sole Proprietorship Accounts A business Time Deposit owned solely by you as an individual doing business either under your own name or a trade name. If the Time Deposit is to be opened in a trade name you hereby warrant that instruments made payable to the business and deposited in the Time Deposit are and will be in fact payable to you as Owner. If any other persons become interested in the business as partners, or if the business becomes incorporated, you agree to notify us without delay. Upon receiving notice of your death, we will release the funds only to the personal representative of your estate, except as otherwise permitted by law.

- h. Corporate, Partnership, Limited Liability Company and Other Organizational Accounts A Time Deposit opened by any business or other organization or association. We reserve the right to require the Owner to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the Owner. All persons authorized to act on the Owner's behalf are Authorized Persons. We will honor such an authorization until we receive written notice of a change from the Owner. It is mutually agreed that the power and authority of each Authorized Persons hall the same be brought about by dissolution of the Owner or otherwise. If the event of a dispute over to person or persons in control of the Owner, we may continue to rely on the existing authorization until the dispute is resolved.
- 3. Individual Accounts, Individual Retirement Accounts and Joint Accounts are "Consumer Accounts" for purposes of this Time Accounts Agreement.
- 4. Authority If the Owner of the Time Deposit is a corporation, trust, limited liability company, partnership, or association, we may require the Owner to furnish us with evidence of any corporate, trust, limited liability company, partnership, or association action relating to the opening or maintenance of the Time Deposit and any changes therein.

5. Balance Information

- a. Minimum Deposit The minimum deposit amount of this Time Deposit is that amount listed on the attached Confirmation.
- 6. Maturity The maturity period is the period of time during which the Time Deposit is eligible to accrue interest (the "Maturity Period"). The maturity date is the date on which your Time Deposit matures (the "Maturity Date").

7. Transaction Limitations -

- a. Deposits Unless the Confirmation indicates that additional deposits ("Additions") may be added to the Time Deposit, you may not make deposits into your Time Deposit during the Maturity Period.
- b. Additions to Time Deposits If so permitted by the Confirmation and in accordance with the restrictions set out in Paragraph 7(c) below, Additions may be added to the Time Deposit. Additions will be considered received by the Bank only at the time they are received by a designated Bank employee during banking hours on a Business Day. Additions may be made in person or by mail or telephone, but may not be made by automated teller machine.
- c. Restrictions on Additions to Time Deposits
 - i. Time Deposits, other than IRAs If so permitted by the Confirmation, Additions, in a minimum amount of \$1,000.00 per deposit, may be added to the Time Deposit during the Maturity Period, except that no Additions may be made during the seven (7) days immediately preceding the Maturity Date.
 - ii. IRA Time Deposits For consumers with IRA Time Deposits, if so permitted by the Confirmation, Additions, in a minimum amount of \$1.00 per deposit, may be added to the Time Deposit during the Maturity Period.

8. Rate Information -

- a. Annual Percentage Yield The annual percentage yield quoted on the Confirmation is based on the assumption that the principal and interest will remain on deposit during the Maturity Period and until the Maturity Date. A withdrawal will reduce earnings.
- b. Fixed Rate Time Deposit The interest rate will be established at the discretion of the Bank, and unless the Confirmation indicates that the interest rate is a variable rate, the Time Deposit will earn interest at the interest rate and annual percentage yield as stated on the Confirmation for the original Maturity Period (the period from the date of issuance to the Maturity Date). If the Confirmation indicates that the Time Deposit will automatically renew at the end of the Maturity Period, then the fixed rate for any subsequent Maturity Period will be the Bank's interest rate in effect as of the Maturity Date for fixed rate time deposits with a dollar amount and Mutrity Period comparable to this Time Deposit. If the Maturity Date falls on a day other than a Business Day of the Bank, the interest rate will be that rate established by the Bank for the last Business Day prior to the Maturity Date.
- c. Variable Rate Time Deposit If the Confirmation indicates that the interest rate is a variable rate, the interest rate and annual percentage yield on your Time Deposit may change. During the Maturity Period, (and if the Confirmation indicates that the Time Deposit will automatically renew at the end of the Maturity Period, during any subsequent Maturity Period), the interest rate will be adjusted monthly on the first calendar day of each month ("Rate Adjustment Date"), to equal the average of the 26-week United States Treasury Bill discount rates for the previous month, rounded to the nearest .05%, plus a Margin (as established at the discretion of the Bank). If the Confirmation indicates a Guaranteed Minimum Rate (which will be such rates established at the discretion of the Bank), in no event will the interest rate during the Maturity Period, during the Maturity Date and annual percentage yield on your Time Deposit may change. During the Maturity Date interest rate and annual percentage yield on your Time Deposit may change. During the Maturity Period, during any subsequent Maturity Peri
- d. Actual/Actual Basis Unless indicated to the contrary on the Confirmation, interest will be computed on the basis of the actual number of days in the year and applied to the actual number of days elapsed.

9. Compounding and Crediting Policies -

- a. Interest Accrual Interest begins to accrue on this Time Deposit no later than the first Business Day that the Bank receives the deposit of noncash items (for example, checks). No interest will be earned on the Time Deposit after the Maturity Date.
- b. Simple Rate of Interest Unless indicated otherwise on the Confirmation, this Time Deposit will earn at a simple rate of interest and will not be compounded
- c. Compounding of Interest If the Confirmation indicates that the interest will be compounded, then interest will compound on the basis indicated in the Confirmation.
- d. Crediting of Interest Interest on the Time Deposit will be credited at the frequency that is indicated on the Confirmation.
- e. Interest Calculation Interest earned on the Time Deposit will be calculated on the daily balance method. This method applies a daily periodic rate to the principal in the Time Deposit each day of the Maturity Period.

10. Features of Time Deposits -

- a. Maturity Date Each Time Deposit has a Maturity Date, and is for the term specified on the Confirmation. A Maturity Date (for the Maturity Period and all automatic redeposit Maturity Periods) may occur on a day other than a Business Day of the Bank. If a Maturity Date occurs on a day other than a Business Day, the Time Deposit (principal and interest) will be available for withdrawal on the next Business Day. No interest will be earned after maturity, except in accordance with the provisions for automatic redeposit in Paragraph 10(d) hereof.
- b. Withdrawals Auto Renewing Time Deposits If the Confirmation indicates that the Time Deposit will automatically renew at the end of the Maturity Period, all principal and interest on the Time Deposit may be withdrawn (i) within ten (10) calendar days after the Maturity Date if the original Maturity Period was equal to or more than 30 days, or (ii) within one (1) Business Day after the Maturity Date if the original Maturity Date if the original Maturity Date on any amount(s) withdrawn. Unless withdrawn at that time, the Time Deposit (principal and interest) will be considered redeposited in accordance with Paragraph 10(d) hereof.
- c. Partial Withdrawals on Auto Renewing Time Deposits
 - i. Time Deposits, other than IRA If the Confirmation indicates that the Time Deposit will automatically renew at the end of the Maturity Period, you may make partial withdrawals of principal in the minimum amount of \$500.00 per withdrawal, without full redemption of the Time Deposit being required, so long as a minimum principal balance of \$1,000.00 is maintained on the Time Deposit. Such partial withdrawals may be made during the Maturity Period, with an early withdrawal penalty assessed on the amount(s) withdrawn in accordance with the terms and provisions of Paragraph 10(e); or such partial withdrawals may be made after the Maturity Date without the assessment of an early withdrawal penalty on the amount(s) withdrawn, as follows: (i) within then (10) calendar days after the Maturity Date if the original Maturity Period was equal to or more than 30 days or (ii) within one (1) Business Day after the Maturity Date if the original Maturity Period was less than 30 days. Interest will cease to be paid as of the date of any partial withdrawal made during the Maturity Period, and no interest shall be paid after the Maturity Date.
 - ii. IRA Time Deposits For <u>consumers</u> with IRA Time Deposits, if the Confirmation indicates that the Time Deposit will automatically renew at the end of the Maturity Period, you may make partial withdrawals of principal in the minimum amount of \$1.00 per withdrawal, without full redemption of the Time Deposit being required, so long as a minimum principal balance of \$100.00 is maintained on the Time Deposit. Such partial withdrawals may be made during the Maturity Period, with an early withdrawal penalty assessed on the amount(s) withdrawn in

accordance with the terms and provisions of Paragraph 10(e); or such partial withdrawals may be made after the Maturity Date without the assessment of an early withdrawal, within ten (10) calendar days after the Maturity Date if the original Maturity Period was equal to or more than 30 days. Interest will cease to be paid as of the date of any partial withdrawal made during the Maturity Period, and no interest shall be paid after the Maturity Date.

- d. Automatic Redeposits If the Confirmation indicates that the Time Deposit will automatically renew at the end of the Maturity Period, and unless the Time Deposit is withdrawn within the time periods specified in subparagraphs (a) and (b) of Paragraph 10 above, the principal (and unless notified by you to the contrary, interest if payable solely at maturity) of the Time Deposit shall be automatically redeposited as of the Maturity Date for a period equal to the original Maturity Period, and shall remain on deposit continuing to earn interest at the applicable interest rate and annual percentage yield as provided in Paragraph 8 hereof. Interest will be earned without interruption until the next Maturity Date, at which time you may again withdraw or automatically renew the funds, or you may use the funds to enter into a new Time Deposit with the Bank.
- e. Early Withdrawal Penalty In the event the Bank, at its option, permits payment of a Time Deposit, in whole or in part, before its stated maturity, you will be required to pay a penalty based upon the Maturity Period and/or balance of the Time Deposit. You will be charged no penalty on withdrawals made during the ten (10) calendar day grace period immediately following the Maturity Date, or the one (1) Business Day grace period, whichever is applicable.
 - i. Maturity Period is not more than one year If the Maturity Period for the Time Deposit is less than 365 days, you shall forfeit and pay a penalty in a sum equal to \$25.00 plus 1% of the amount withdrawn.
 - ii. Maturity Period is equal to or greater than one year If the Maturity Period for the Time Deposit is 365 days or more, you shall forfeit and pay a penalty in a sum equal to \$25.00 plus 3% of the amount withdrawn.
 - iii. The amount of your penalty may be deducted from principal.
- f. Insufficient Interest to Satisfy Withdrawal Penalty Where the unpaid interest on the Time Deposit is insufficient to pay a penalty, or where interest has already been paid to you or credited to your Time Deposit, the penalty shall be deducted from the amount of the Time Deposit. Any amendment of the Time Deposit that results in a reduction in the maturity of the Time Deposit or an increase in rate of interest paid thereon over what would have been payable prior to such amendment shall be deemed to constitute a payment of the Time Deposit before maturity
- g. Waiver of Penalty No penalty will be imposed for the withdrawal of a Time Deposit prior to maturity upon the death of an Owner of the Time Deposit, or upon the Owner being determined to be legally incompetent by a court or other administrative body of competent jurisdiction. These exceptions to the assessment of a penalty for Time Deposits withdrawn prior to maturity do not apply to Time Deposits renewed or entered into after the death of the Owner or after the Owner has been declared legally incompetent.
- h. Nonrenewal The Bank may return to you, on any Maturity Date, any part or the whole amount of the Time Deposit, or stop the interest thereon, upon giving thirty (30) days written notice, mailed to you at the address as shown on the records of the Bank for the Time Deposit.
- i. Non-Negotiability The Time Deposit is non-negotiable and non-transferable. If you wish to transfer or change the ownership of the Time Deposit, we will require that the Time Deposit be closed and a new time deposit agreement entered into, except that we will delete an Owner with that Owner's written consent. This paragraph does not by itself restrict the transfer of funds out of the Time Deposit by any method otherwise permitted.
- 11. Deposits Any non-cash items tendered for deposit (including items drawn "on us") may be given conditional credit only subject to final collection and payment and may be charged back at any time until actual cash payment is received. All items drawn on us which are not good at the close of business on the day of deposit may be charged back to you on the same or next Business Day without prior notice to you. Any item charged back to you (regardless of the amount charged back), will cause the cancellation of your Time Deposit, with interest ceasing to earn as of the date the item is charged back. In the event an item is charged back against the Time Deposit, early withdrawal penalties will be assessed in accordance with Paragraph 10 herein. Any item credited to your Time Deposit shall be deemed endorsed by you, and you hereby authorize us to supply for you any missing endorsement which may be necessary or convenient. We are not responsible for transactions sent by mail until we have received the delivery from the United States Postal Service or other common carrier. All transactions are subject to acceptance and verification by us. All transactions received on a day other than a Business Day any or after our daily "cut-off time" on a Business Day may be treated and recorded as if received on our tark following Business Day and the transactions received on our day Business Day and the purpose of entering into a Time Deposit agreement shall constitute your acceptance of the items and conditions of this Time Accounts Agreement and our general rules, regulations and operating procedures as are in effect from time to time.
- 12. Telephone Transfers If otherwise permitted, funds may be transferred from the Time Deposit to another Time Deposit with us, by telephone, by the same person(s) and under the same conditions generally applicable to withdrawals by written order.
- 13. Funds Transfers Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the Time Deposit, by wire transfer or otherwise, and payment orders we receive for transfers into the Time Deposit, will be governed by this paragraph. Except as otherwise specified in this paragraph, your rights and obligations with respect to a payment order for the transfer of funds, and our rights and obligations, will be governed by Article 4A of the Uniform Commercial Code as enacted in Arizona ("UCC4A"). We reserve the right to refuse to accept any payment order. YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING OR BANK ACCOUNT NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLLELY ON THE BASIS OF THE IDENTIFYING OR BANK ACCOUNT NUMBER. WE DEVELOPED THE DENTIFYING OR DEAD THE DENTIFYING OR DEAD THE DENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY 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. We must receive payment orders not later than 2:00 p.m. (local time in Arizona) on a Business Day in order for the payment order so to be accepted on that day. If we receive a payment order such hour, we may either treat it as if it were received before that hour or we may treat it as received and the out-going payment order are averaged by the outgoing payment order may be canceled or modified. We must receive your cancellation or modification a reasonable time prior to the acceptance of an outgoing payment order. You add the payment order sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other paym
- 14. Amendment and Termination We may amend our rules and regulations or any provision of this Time Accounts Agreement (including but not limited to the Confirmations and Product Brochure), or stop the payment of interest on your Time Deposit at any time. For Consumer Time Deposits, we ordinarily send you advance notice of an adverse change to this Time Accounts Agreement. However, we may make changes without prior notice unless otherwise required by law. When we change this Time Accounts Agreement, the new version of this Time Accounts Agreement supersedes all prior versions and governs your account. If you continue to use your Time Deposit account or to keep it open, you are deemed to have accepted and agreed to the change and are bound by the change. Our current Time Accounts Agreement is available at all times at any retail banking center location or on our website. We may close your Time Deposit account at our sole and absolute discretion at any time without prior notice, provided that we tender to you the collected Time Deposit account balance at the time of closing, if any, and give you notice within ten days thereafter, personally or by regular mail to the address listed on our records for the Account. It is the sole responsibility of the Owner to notify us promptly of any change in mailing address to avoid delays in mail delivery. After termination, you will still be responsible for all costs, fees and service charges accrued prior to termination and for payment of the amount of all checks in process. If you close an interest-bearing Time Deposit account before interest is credited, we are not required to pay interest that has accrued but not been credited.
- 15. Agent Except as otherwise specified in our records, you authorize each Authorized Person to make withdrawals from the Time Deposit, to make deposits, to endorse any check or draft payable to you for deposit to the Time Deposit, to receive information or statements on the Time Deposit, to sign any document in connection with the Time Deposit and to dispose of or to deal with the Time Deposit as your agent as freely and fully as you might do in person and you hereby ratify every action that may be taken by any Authorized Person in connection with the authority hereby granted. This authority may be revoked only by written revocation delivered to us.
- 16. Set-Off You acknowledge and agree that, with the exception of IRA Time Deposits, we have a security interest in the Time Deposit and may, at any time, set-off any and all balances in the Time Deposit against any debt owed to us by you. For this purpose, debt includes, but is not limited to, any liability or obligation owing to us whether direct or indirect, secured or unsecured, liquidated or unliquidated, absolute or contingent, joint or several, due or to become due, howsoever arising or acquired, whether now existing or hereafter acquired by us, and wherever payable, without regard to whether such Owner's liability or obligation constitutes that of a maker, drawer, endorser, guarantor, or otherwise. Debt does not include bank credit card debt.
- 17. Levies, Garnishment and Third Party Claims Any garnishment, levy or third party claim is subject to our security interest and right of set-off. If the Time Deposit is a Joint Account, we may pay all amounts in the Time Deposit in satisfaction of any garnishment or levy, even if the garnishment or levy attaches to the interest of fewer than all the Owners. If the Time Deposit is an IRA Account, applicable Federal and state regulations will govern our treatment of levies, garnishments and third party claims. In the event of a dispute with respect to a garnishment or levy, or uncertainty or competing claims concerning ownership or control of the Time Deposit, we may (in our sole discretion) freeze all funds in the Time Deposit until such time as the dispute is resolved, whether or not the notice we receive of the garnishment, levy or claim is legally sufficient.
- 18. Waiver of Rights We reserve the right to waive enforcement of any of the terms of this Time Accounts Agreement with respect to any specific transaction or series of transactions. Any such waiver will not affect our right to enforce the terms of this Time Accounts Agreement with respect to any other transaction.

- 19. Notices We will mail notices to you at the address listed in our records for the Time Deposit. Notices sent to you will be effective when mailed. Notices you send to us will be effective upon receipt.
- 20. Controlling Law This Time Accounts Agreement will be interpreted in accordance with applicable Federal law and the law of the State of Arizona. All Certificates of Deposit and Time Deposits, whether or not certificated, will be deemed "Certificates of Deposit" as defined in Article 3 of the Uniform Commercial Code as enacted in Arizona.

Funds Availability Disclosure

YOUR ABILITY TO WITHDRAW FUNDS

Our general policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit, except as provided below. Funds from electronic direct deposits will be available on the Business Day we receive the deposit. As used herein, "Business Day" means any weekday, Monday through Friday, except legal holidays, on which we are open for business. The term "Account" as used in this Funds Availability Disclosure has the same meaning as in the Depository Agreement for Transaction Accounts

If you make your deposit before 2:00 p.m. (a later time may apply at certain locations) on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a non-Business Day, we will consider that the deposit was made on the next Business Day. On the day they become available, your funds will be available the later of 9:00 a.m. or the time our tellers and ATM's are available for customer account withdrawals.

Your funds are considered received by us when:

- You deposit funds in person at a BOKF staffed facility or banking center;
 Funds are received in the mail by us, except that funds received on a non-Business Day will be considered received on the next Business Day;
 If you have deposited funds to a night depository, lock box, or similar facility, they are considered received on the Business Day on which we remove the deposit from such facility and it is
- available for processing;
 You deposit funds at an ATM. However, if you have deposited funds at an ATM that is not on, or within 50 feet of, our premises, they are considered received on the day we remove the funds from the ATM, if funds normally are removed from the ATM not more than two times each week.

Funds from the following types of check deposits will generally be available to you on the first Business Day after we receive your deposit, as long as the deposit is made in person at a staffed teller station and deposited into an account held by the payee of the check: cashier's, certified and teller's checks; government checks (including U.S. Postal money orders, state and local government checks, checks drawn on Federal Reserve or Federal Home Loan Banks); and certain on us checks (checks drawn on the same bank).

U.S. Treasury checks and on us checks will generally be available to you on the first Business Day after we receive your deposit even if the deposit is not made in person

Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay debit card transactions you have made and checks that you have written. If a check drawn against your Account is presented over-the-counter for payment by a person who is not our deposit customer, we may charge a fee to the person presenting the check as a condition of payment of the check.

Please remember that even after we have made funds available to you, and even if you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your Account.

LONGER DELAYS MAY APPLY

Longer Belats with AFFLY
In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, and except as provided below, funds may not be available until the second Business Day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first Business Day.

If we know immediately that we are not going to make all of the funds from your deposit available on the first Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice on or before the Business Day after we receive your deposit.

If you will need the funds from a deposit in a specified timeframe, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.

- You deposit a check or money orders totaling more than \$5,000 on any one day. You redeposit a check that has been returned unpaid. You have overdrawn your Account (or Accounts) repeatedly in the last six months. There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Held funds will generally be available no later than the seventh Business Day after the day of your deposit.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited the check.

SPECIAL RULES FOR NEW CUSTOMERS

If you are a NEW customer, the following special rules may apply during the first 30 days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the Business Day we receive the deposit.

 Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers', and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 in checks will be available on the ninth Business Day after the day of your deposit of cash or of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the cash and the first \$5,000 will not be available until the second Business Day after the day of your deposit.
- Funds from all other check deposits will be available on the tenth Business Day after the day of your deposit.

Electronic Funds Transfer Services Agreement and Disclosure Statement for Consumer Accounts

The following Electronic Funds Transfer Services Agreement and Disclosure Statement applies to Consumer Accounts only.

This Electronic Funds Transfer Services Agreement (the "Electronic Funds Agreement") between you and the BOKF, NA dba BOK Financial (the "Bank") covers electronic fund transfer services, ATM/ TransFund Card(s) and Debit Card(s) ("Card(s)"), In this Electronic Funds Agreement, the words "you" and "your" mean each person who signed the application for, or otherwise requested, the electronic fund transfer services and/or a Card(s), and each person to whom a Card(s) is issued at your request. The words "we" and "us" mean the Bank. As used herein, "Business Day" means any weekday, Monday through Friday, except legal holidays, on which we are open for business. "Terminal(s)" refers to those automated teller machines and other electronic terminals in which you may use your Card(s)). The 'term "Account" as used in this Electronic Funds Agreement has the same meaning as in the Depository Agreement for Transaction Accounts.

1. TYPES OF ELECTRONIC FUND TRANSFERS AVAILABLE:

Preauthorized Transfers

Treadulorized TransfersYou may arrange for deposits to be made to your Account(s) automatically when certain scheduled, recurring payments are received by us. You may arrange for this service for such payments as Social Security payments, pension and annuity payments, compensation payments from your employer, or other recurring payments. You also may authorize us to make scheduled, recurring payments out of your Account to pay various individuals and organizations (for example, premium payments to your insurance company). Call us at the phone numbers shown in the front of this brochure to find out how to arrange for either of these services. See paragraph 9 below for information on stopping preauthorized payments from your Account. To find out if a scheduled deposit has been made, see paragraph 2 below.

Terminal Transfers

For those Accounts associated with your Card(s) you may use your Card(s) at Terminals to: (1) Withdraw available cash from your Accounts; (2) Make deposits to your Accounts; (3) Transfer available funds between your Accounts; (4) Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose; and (5) Inquire as to the amount of your "available balance" (as defined below). Some of these services may not be available at all Terminals or at all times.

You may use your Card(s) in the Terminal to withdraw cash from your Accounts, up to the amount of your "available balance," not exceeding \$500 per day, per Card. (The "available balance" is your current ledger balance, minus holds placed on your Account by us, minus debit card authorizations, withdrawals and transfers from your Accounts made at a Terminal or through our

24-Hour ExpressBank, Online Banking or Online Bill Pay plus transfer credits. Cash deposits and checks cashed at the Bank, along with ACH credits and debits to be posted to your Account during the day, increase or decrease, respectively, the available balance. The ledger balance is derived after all transactions received the previous Business Day have been posted to your Account regardless of whether the funds actually have been collected or paid by us. Transfer credits are transfers from one Account to another made at a Terminal or through the 24-Hour

If you attempt to withdraw an amount larger than your "available balance" and you have chosen to opt-in we, in our discretion, may permit the withdrawal of the amount over and above the amount of your available balance, in which case you will be charged an Overdraft Fee in accordance with paragraph 23 of the Depository Agreement for Transaction Accounts. If you have enrolled in Overdraft Protection, you may withdraw the "available balance" of your Account, plus the remaining balance in your designated funding account, up to a maximum of \$500 per day, per card. Cash withdrawals made at merchant-assisted Terminals will be subject to the maximum withdrawal limit established by the merchant, however, this limit will not exceed the limit outlined above. We may raise or lower your cash withdrawals limit or eliminate certain services at any time. You will be notified of any future changes in your limit or available services.

You may use your Debit Card(s) to pay for goods and services at retail locations displaying the Visa symbol. We shall charge against your Account all purchases and all withdrawals made with your Debit Card(s). The use of your Debit Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon, your primary checking Account. You cannot place a stop payment on any transaction made with your Debit Card. Your Debit Card may not be used for any illegal transactions.

If you use your Debit Card and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will, at our discretion, assist you in your efforts to resolve such dispute. However, you are ultimately responsible for resolving any dispute.

In addition to the limits on cash withdrawals at Terminals, you may use your Debit Card to purchase up to \$1,000 in goods and services each day, as long as your available balance or designated funding account, if you have chosen to enroll in Overdraft Protection, if you have chosen to opt-in, is sufficient to cover the aggregate of all purchases. If you attempt to make a purchase in an amount larger than your "available balance" and you have chosen to opt-in, is sufficient to cover the aggregate of all purchases. If you attempt to make a purchase in an amount larger than your "available balance" and you have chosen to opt-in, is sufficient to cover the aggregate of all purchases. If you attempt to make a purchase in an amount larger than your "available balance, in which case you will be charged an Overdraft Fee in accordance with paragraph 23 of the Depository Agreement for Transaction Accounts. The Bank may, at our sole discretion, elect to authorize purchases above these levels.

If there is suspicion of fraudulent activity, the Bank may, at our sole discretion, decline a Debit Card(s) transaction - including all transactions listed in paragraph 1(b) above - at any time.

24-Hour ExpressBank Transfers

You may access your Account to transfer funds between your Accounts by telephoning the Bank at our 24-Hour ExpressBank number and entering your Account number, your Account specific Personal Identification Number and the Account numbers to and from which the funds are to be transferred.

Online Banking and Online Bill Pay
You may access your Account for Online Banking and Online Bill Pay services via the Internet. For further information regarding these services, see the agreements (as amended from time to time) provided at the time you contract for these services and/or any disclosures.

Electronic Checks

You may access your Account(s) to purchase goods, pay for services, or get cash where a check (whether blank, or partially completed and signed) is presented at a Point of Sale terminal or is mailed to a merchant or other payee or lockbox and later converted to an Electronic Funds Transfer.

You will get a memo documenting the transaction at the time you make any transfer to or from your Account using a Terminal. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at the telephone numbers found on the inside cover to find out whether or not the deposit has been made. Generally, you will get a monthly account statement. However, with respect to a savings account, if there are no electronic fund transfers in a particular month, you will get a statement at least quarterly.

LIMITATIONS ON TRANSFERS:

Federal regulations and our Depository Agreement for Time Accounts set forth limitations on the frequency of preauthorized and "telephone transfers" from savings accounts and money market deposit accounts. ("Telephone Transfers" as used in this paragraph refers to transfers initiated through the 24-Hour ExpressBank, Online Banking, Online Bill Pay and those initiated by telephoning the Bank and instructing Bank personnel to transfer funds from your savings account or money market deposit account.) Additional information regarding these account features and restrictions can be found in the applicable product brochures and in the Depository Agreement for Transaction Accounts and the Depository Agreement for Time Accounts, respectively

FEES AND CHARGES:

We will charge you fees in accordance with the information found in the Product Brochure and the Summary of Fees. The fees charged may be changed at any time, subject to our giving you notice if required by law. A fee may be imposed for an electronic funds transfer or balance inquiry by an ATM operator not holding your Account or by any national, regional, or local network used to facilitate

5. FOREIGN EXCHANGE:

VISA Processed Transactions:

If you make a purchase or obtain cash in a foreign currency, it will be converted by VISA International into U.S. Dollars.

VISA International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, and in each instance, plus or minus any adjustment determined by the issuer.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate used may be the same as, greater than or less than the amount that would be calculated by conversion through a financial institution in the country in which the purchase occurred or cash was obtained. We do not determine the currency conversion rate.

All Transactions Processed Outside of the United States:
See the Summary of Fees and Definitions for details regarding all ATM and Debit Card transactions processed outside of the United States.

ATM DEPOSIT LIMITATIONS:
Deposits made at an ATM are limited to 5 deposits per Account in a 24-Hour period. The Bank may, in its sole discretion, elect to accept deposits above the limit from time to time on a case by case

PROCEDURES FOR REPORTING LOST OR STOLEN CARD(S):

Froueblies your Card(s) has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write us promptly. The address and phone numbers for reporting are found on the inside cover. Tell us AT ONCE if you believe your Card(s) has been lost or stolen. Telephoning is the best way to reduce your possible losses. You could lose all the money in your Account plus your maximum overdraft line of credit, if any. If you tell us within 2 business days, you can lose no more than \$50 if someone used your Card(s) without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card(s), and we can prove we could have stopped someone from using your Card(s) without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after that statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if the provision of if you had told us in time. If you can demonstrate with documentation a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time to a reasonable period.

BUSINESS DAYS:

As previously stated, "Business Day" means any weekday, Monday through Friday, except legal holidays, on which we are open for business.

STOPPING PAYMENT OF PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT:

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments by following these instructions. Call or write us in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we also may require you to provide your request in writing, delivered to us within 14 Business Days after your call. (We will charge you a fee for each stop-payment order you give). Please use the address and phone numbers on the inside cover of this document to provide us with the required notices.

Some regular payments vary in amount. Typically, if a regularly scheduled payment will vary in amount, the person you are going to pay will advise you 10 days before the payment is due as to the payment amount and due date. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. If we receive your request to stop one of these payments 3 Business Days or more before the transfer is scheduled and we also receive your written request within 14 Business Days of your call, and we do not stop the payment, we will be liable for your losses.

10. LIABILITY FOR FAILURE TO MAKE TRANSFERS:

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses. However, there are some exceptions. We will not be liable, in the following instances:

If, through no fault of ours, you do not have enough money in your Account to make the transfer.

- Regardless of whether you have opted in to overdraft services, if the transfer would exceed the credit limit on your overdraft line.

- If the Terminal where you are making the transfer does not have enough cash.

 If the Terminal where you are making the transfer does not have enough cash.

 If the Terminal was not working properly and you knew about the break down when you started the transfer.

 If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you have reported your Card(s) as lost or stolen.
- If your Card(s) is cancelled.

 If the funds in your Account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by government agency or court orders.
- If the transfer you attempted is illegal.

11. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

We will disclose information to third parties about your Account or the transfers you make:

- (1) Where it is necessary for completing transfers: or
- (2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders: or
- (4) If you give us your written permission.

We are not, under any circumstances, obligated to reissue a lost or stolen Card(s). We may, without prior notice, cancel or invalidate your Card(s) at any time, and we may, at our option, cancel this Electronic Funds Agreement. If we cancel your Card(s), you remain liable for whatever you owe us as a result of the use of your Card(s). You may cancel your Card(s) by cutting it in half and returning the pieces to us at the address set forth on the inside cover

By signing, using or allowing someone else to use your Card(s) or use of an electronic fund transfer service, you agree to the terms and conditions contained in this Electronic Funds Agreement and any related disclosure statement.

14. CLOSING YOUR ACCOUNTS:

If you close all of your Deposit Accounts with us which are accessible by the Card(s), you agree to return the Card(s) to us at the address set forth on the inside cover.

15. LIABILITY FOR AUTHORIZED USE:

LIABILITY FOR AUTHORIZED USE: If you withdraw, inadvertently or otherwise, cash from your Account in excess of the balance of such Account, you immediately become liable to us in the amount of the excess. If you have opted in, you will also be liable for any applicable Overdraft Fee. You will use the Card(s) in accordance with the information provided with your Card(s) and will be responsible for authorized use of the Card(s). The Card(s) is intended for your personal use only. Your use or use by anyone with actual authority, implied or apparent, or for your benefit constitutes an authorized use. When you receive your Card(s) given your name in ink on the signature panel. The use of your Personal Identification Number (PIN) together with your Card(s) and signature is intended to prevent your Card(s) from being improperly used. In order to protect this security, do not write your PIN on your Card(s) or keep your PIN close to your Card(s). You should not tell your PIN to anyone.

16. APPLICABLE LAW:

The validity, construction and enforcement of this Electronic Funds Agreement, and all matters arising out of the issuance and use of the Card(s) and electronic fund transfers, shall be governed by the laws of the State of Arizona to the extent not preempted by federal law. We may amend this Electronic Funds Agreement at any time. Notice of such changes will be given to you as required by

17. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at the phone numbers listed on the inside cover or write to the address listed on the inside cover as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement or receipt on which the problem or error

- (1) Tell us your name and Account number;
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; AND
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint in writing within 10 Business Days.

Except as noted below, we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we need more than 10 Business Days to investigate, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days to investigate, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days for the amount you think is in error. Business Days, we may not credit your Account

Special Rules for Point-Of-Sale Transfers, Foreign-Initiated Transactions, and New Customers — In the case of a transfer resulting from a point-of-sale debit card transaction or a foreign-initiated transaction, we may take up to 90 days to complete our investigation of your complaint or question. If we need more than 10 Business Days to investigate, we will credit your Account within 10 Business Days after we hear from you so you will have the use of the money while we complete our investigation. If you are a new customer, for all transfers occurring within 30 days after the first deposit in your Account, we will determine if an error occurred within 20 Business Days after we hear from you. However, if needed, we may take up to 90 days to investigate your complaint or question. If we need more than 20 Business Days to investigate, we will credit your Account within 20 Business Days for the amount you think is in error so that you will have the use of the money within a property or investigate. while we complete our investigation.

our treatment of checks, drafts and similar instruments payable to third parties, and preauthorized transfers from your Account. You may ask for copies of the documents that we used in our investigation. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will notify you concerning

USA Patriot Act Disclosure

Important Information About Procedures For Opening A New Account (USA Patriot Act) (All Account Types)

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see and/or photocopy your driver's license or other identifying documents.

FACTS

WHAT DOES BOK FINANCIAL DO WITH YOUR PERSONAL INFORMATION?

WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

WHAT?

The types of personal information we collect and share depend on the product or service you have with us.

This information can include:

- Social Security number and income
- Account balances and payment history
- · Credit history and credit scores

HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BOK Financial chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES BOK FINANCIAL SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

TO LIMIT OUR SHARING Mail the form on the following page

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

QUESTIONS?

Call 1-844-517-3308

WHAT WE DO	
How does BOK Financial protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BOK Financial collect my personal information?	 We collect your personal information, for example, when you open an account or deposit money pay your bills or apply for a loan use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

DEFINITIONS		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.	
	Our affiliates include companies with a common ownership under BOK Financial Corporation; and financial companies such as Financial institutions, Securities companies, Broker-dealers, Insurance companies and Trust companies.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.	
	BOK Financial does not share with nonaffiliates so they can market to you.	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.	
	Our joint marketing partners include credit card companies and insurance companies.	

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MAIL-IN FORM				
Mark any/all you want to limit:				
□ Do not allow your affiliates to use my personal information to market to me.				
Name		Mail to: BOK Financial		
Address		Attn: CRF/EFT Department		
		P.O. Box 2300		
City, State, Zip		Tulsa, OK		
Account #		74192-0002		

