

# COMMERCIAL ONLINE BANKING TERMS AND CONDITIONS

These Commercial Online Banking Terms and Conditions constitute the agreement (“Agreement”) between you and BOKF, NA dba: Bank of Albuquerque, Bank of Arkansas, Bank of Oklahoma, Bank of Texas, BOK Financial and Mobank (“Bank”) with respect to the provisions of Commercial Online Banking Internet and Mobile Services to you (the “Service”). In this Agreement, the words “you” and “yours” mean the entity that applied for the Service, and the terms “us” and “we” mean the Bank.

## COMMERCIAL ONLINE BANKING SERVICE

Commercial Online Banking is accessible via a secured Internet site and mobile app, which includes multiple levels of security and encryption. The Commercial Online Banking Online Help and Documentation contains a detailed description of the Service and may be found at the product URL <https://treasurysource.bokf.com> or <https://businesssource.bokf.com>. You acknowledge that you have access to and have read the Commercial Online Banking Online Help and Documentation and the procedure for use of the Services prescribed by the Bank. You agree to abide by the terms of this Agreement and associated service agreements. We may amend or change this Agreement and associated service agreements. We may amend or change this Agreement from time to time, in our sole discretion, by posting the updated Agreement on the Commercial Online Banking site. By applying for the Service, you authorize the Bank to provide information regarding your accounts with the Bank and to follow your instructions in the use of the Service. You may use the Commercial Online Banking Customer ID, User ID and User Password to access the Service for informational purposes and to transfer funds between your accounts or external accounts via the Commercial Online Banking site or via the Bank’s mobile app. You agree that the Service shall only be used for commercial purposes and that you will not use the Service as an individual consumer. Notwithstanding the foregoing, certain Commercial Online Banking functions (Information Reporting, Book Transfers, Stop Payment, Online Statements, and Mobile Deposit) may be available in respect of a consumer account in certain circumstances if a consumer account owner executes the relevant Personal Deposit Account Acknowledgement and Indemnity Agreement for Commercial Online Banking.

## NEW FEATURES

From time to time we will introduce new features to the Commercial Online Banking system or modify or delete existing features at our sole discretion. We will notify you of any of these changes to features where we are legally required to do so. By using any of the new or modified features when they become available you agree to be bound by the rules concerning these features.

## PASSWORD AND SECURITY PROCEDURES

Trusteer’s Rapport product is an essential and required part of the security structure that underlies our systems, like passwords, security questions and tokens, all of which contribute to a multi-tiered protection strategy which you are responsible for implementing and protecting. As financial malware becomes more sophisticated, protecting your Login information and online activity against malicious activity is imperative. There is no cost to download, install, and use Rapport, and you are required to do so with Administrator privileges on every computer you use to access Commercial Online Banking. Keeping Rapport active and its default policy settings in place is your responsibility, and is required of you by the Bank to help ensure maximum protection against financial loss. Rapport cannot prevent all financial loss and the Bank makes no representations or warranties in this respect. Rapport works by detecting and blocking malicious software, creating a barrier between your online activity and financial malware attacks. Downloading and use of the Trusteer Rapport software is governed by the terms of the Rapport license agreement which is provided to you with the software. We make no representation or warranty respecting the software, and you agree we are not responsible for any costs, claims, damages or losses arising out of or relating to in any way whatsoever to the downloading or use of the software, or your misuse or non-use of the software.

We may at our option change the parameters for the password used to access the Commercial Online Banking service without prior notice to you and if we do so, you will be required to change your password the next time the Service requires it to be changed. You agree to take adequate measures to guard against unauthorized access to your Commercial Online Banking Customer ID, User ID and User Password. Your Official Administrator (as defined in the Master Agreement for Treasury Services and designated in the Commercial Online Banking Services Schedule) may establish additional User IDs within your organization; however, you are fully responsible for any and all actions by such individuals as it relates to the Service and their use thereof. The Bank is hereby authorized to accept as authentic and act upon any message transmitted to and received by the Bank from you, when such message is transmitted to and received by the Bank in accordance with the Commercial Online Banking procedures and protocols specified in the Commercial Online Banking Online Help, Documentation, and Master Agreement for Treasury Services and pursuant to the identification protocols used by the Bank with respect to Commercial Online Banking transmissions it receives, including passwords and other means of access including both company and user identification codes (the "Security Procedures"). Such messages to the Bank include a Payment Order delivered via Commercial Online Banking's wire transfer module; OPP instructions delivered via Commercial Online Banking's Positive Pay module; a Stop Payment Order delivered via Commercial Online Banking's stop payment module; an ACH order delivered via Commercial Online Banking's ACH Module; and Loan Payments or Advances delivered via Commercial Online Banking's loan module, Book Transfer Module, Bill Payment Module or Cash Concentration of Funds Module.

If you believe that your passwords or Company/User identifications have been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling a Commercial Client Professional at 800.878.7817 or writing to us at the address listed below under Errors and Questions. Commercial Client Professionals are available Monday through Friday during the hours of 7:30 am CT to 5:30 pm CT excluding national holidays. Unless otherwise required by law, you agree to be fully liable for all losses that may arise from unauthorized transactions. Additional Security Procedures are described in the Commercial Online Banking Online Help and Documentation.

## **COMMERCIAL ONLINE BANKING PAYMENTS AND TRANSFERS**

You may use Commercial Online Banking to submit one time or repetitive payments to companies, merchants, individuals, or loans, or to move funds between your eligible accounts held at the Bank. When the Commercial Online Banking services are used to send instructions to the Bank to make payments or transfers online, you agree to the terms and conditions set forth here and in the agreements separate from this agreement that apply to such other services including, but not limited to, wire transfers, quick payments, bill payment, book transfers and ACH services. **WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTIONS BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES.**

## **TERMS SPECIFIC TO BILL PAYMENT**

With respect to the Bill Payment transactions initiated by you via Commercial Online Banking, we remit two types of payments on your behalf to your payees - electronic and paper checks, depending on you or your payees' previously determined method of receiving payments. In addition, the Bank shall have sole discretion to determine the appropriate remittance method. In order to process payments efficiently and effectively, the Bank reserves the right to change or update payee data, or to alter the method of payment remittance. The delivery method and time expected for each type of payment will be indicated within Commercial Online Banking. The Bank will debit your account or issue a draft against your account and deliver those funds to the designated payee on your behalf, such that the funds arrive as close to the delivery date as is reasonably practicable. While it is anticipated that most transactions will be delivered by the date stated, due to circumstances beyond our control, including particular delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited. If you elect to send your payment by one of the three expedited payment options available, you are

also authorizing the additional expedited payment fee as presented within Commercial Online Banking. If you do not have sufficient funds in your account to send the expedited payment, you are still authorizing the Bank to charge you the expedited payment fee. In using this service, you understand the payments may be returned by or to the Bank for various reasons including but not limited to: the account or account number of the payee is not valid; the payee address is not valid; the payee returns or rejects the remittance. If you choose to use the "eBill" feature within the Bill Payment application, you may be asked to provide your User Name, User ID, Login ID, PIN and Password based on your payees' website. You acknowledge and agree all applicable account disclosures and government regulations apply to the processing of these transactions.

## **TERMS SPECIFIC TO TRANSFERS**

You authorize us to charge your designated "From Account" for all transfer of funds that you initiate and you agree to have sufficient funds on the transfer date for each transfer you schedule. If there are insufficient available funds to cover transfers on the transfer date, including in the case of future-dated transfers, we will not retry the transaction and the transfer will be rejected.

## **LIMITATIONS ON TRANSFERS FOR SAVINGS ACCOUNT AND MONEY MARKET ACCOUNTS**

Federal regulations require 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 Commercial Online Banking, 24 Hour ExpressBank, and those initiated by calling the Bank and instructing Bank personnel to transfer funds from a savings or money market deposit account. Withdrawals on those types of accounts are restricted to a total of six (6) per month, and withdrawals refers to: (i) third-party checks, drafts; (ii) preauthorized transfers (through an automated clearing house or otherwise); (iii) telephone transfers (as described above) and (iv) wire transfers.

## **ONLINE POSITIVE PAY, REVERSE POSITIVE PAY AND CHECK RETURN SERVICE**

With respect to Online Positive Pay, Reverse Positive Pay or Check Return instructions initiated by you via Commercial Online Banking, such instructions will be limited by the terms and conditions set forth in the applicable Master Agreement for Treasury Services Service Schedule for the service used. You also acknowledge that Payee Name validation is a separate, fee-based service the Bank offers its customers. While the Online Positive Pay system allows for the entry of Payee Names in Imported Issued files and Manual Issued Items, the Bank will not validate the Payee Name unless you have purchased this add-on service.

## **STOP PAYMENT ORDERS**

With respect to Stop Payment Orders initiated by you via Commercial Online Banking, you agree that you will conduct an online transaction search to determine the status of an item prior to placing any Stop Payment Order.

## **BALANCE REPORTING AND TERMS**

You are able to access certain account balance, loan payment, and other financial information via Commercial Online Banking. Account information provided as part of the Service is not the official record of your account or its activity. Such information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take any action. In the event of a conflict between any information or terms accessed via this Service and information and terms provided by other agreements, schedules (including loan agreements, schedules (including loan agreements) or written statements (including account balance statements), the latter shall control.

## **DOCUMENTATION OF TRANSACTIONS**

Historical transaction activity is maintained on the Commercial Online Banking Internet product. Prior day account information is based on transactions that have been posted as of such prior day and do not include current day transactions. Current day transactions and balances are also made available for reference, but should not be regarded as complete or final until the following day when they become the prior day account information.

## **ERRORS AND QUESTIONS**

In case of errors and questions about your electronic transfers, you should contact us immediately by:

- a. Telephoning us at: 800.878.7817 (Monday through Friday during the hours of 7:30 am CT to 5:30 pm CT excluding national holidays).
- b. Writing us at: BOKF NA Commercial Online Banking Service, Product Support 12th Floor, P.O. Box 2300, Tulsa, OK. 74192

If you tell us anything under this Agreement or about the Service orally, we may require that you send your statements in writing within ten (10) business days. You agree to assist us in the discovery and resolution of the issues related to errors or unauthorized use.

## **RISK TO DATA**

In the event of interruptions or system failures, your data may be lost or destroyed. Any transactions that you initiated, were in the process of completing or completed shortly before a system failure or service interruption should be verified by you through means other than online or immediately after online system access is restored to ensure accuracy and completeness of such transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make only in the following situations:

- a. Where it is necessary for completing transfers.
- b. In order to verify the existence and condition of your account for a third party entitled to receive it, such as a credit bureau or merchant.
- c. In order to comply with a governmental agency or court orders.
- d. If you give us your written permission.
- e. As otherwise stated in our Privacy Policy located on our Web Site.

## **FEES AND CHARGES**

You agree to pay the Bank's charges and fees in effect from time to time for the Service in accordance with the current published Treasury Services Fee Schedule which may be changed from time to time, provided however, that the Bank will give you thirty (30) days prior notice of any change in charges or fees. For other charges applicable to your deposit account, refer to your product brochure. In lieu of remitting the Commercial Online Banking fees, you may elect to maintain Free Balances sufficient to compensate the Bank for such fees and charges. The amount of such Free Balances to be maintained at the Bank shall be a function of the rate per annum from time to time determined by the Bank to represent its costs of funds. The Bank shall notify you of such rate. In the event the Free Balances for any month are not sufficient to cover the fees and charges due for that month, you authorize the Bank to charge any account maintained by you with the Bank for such charges and fees when due.

## ALERTS

The Electronic Alert Services (Alerts) provided through the Service are offered solely as a convenience and are not a substitute for the periodic statements for your account(s) or any other notices we may send you about such account(s), regardless of how you receive such periodic statements or other notices. Such periodic statements and other notices remain the official records of your account(s).

You may select Alerts for delivery from one or more of the following (depending if offered through TreasurySource/BusinessSource or your mobile device):

- a. Push notification - a notification of a message without the need to open the application;
- b. A text- or Web-enabled mobile device; or
- c. An email, text, voice message, or fax.

It is your responsibility to determine that each of the service providers for the communication media described in (a) through (c) above (each a "Service Provider") supports the delivery of Alerts you select. You agree that the Alerts are subject to the terms and conditions of your agreement(s) with your Service Provider(s) and that you are solely responsible for any fees imposed for an Alert by your Service Provider(s) or imposed by the Bank for Alerts.

By enrolling in the Alerts service, you agree and understand that:

- a. Alerts may not be encrypted and may include confidential information about you and your transactions, such as your company name and account activity or status;
- b. your Alerts may be delayed, misdirected, not delivered or corrupted due to circumstances or conditions affecting your Service Provider(s) or other parties; and
- c. we will not be liable for losses or damages arising from i) any nondelivery, delayed delivery, misdirected delivery, or corruption of an Alert; ii) inaccurate, untimely, or incomplete content in an Alert; iii) your reliance on or use of the information provided in an Alert for any purpose; or iv) any other circumstances beyond our control.

## ONE TIME PASSCODE

Commercial Online Banking Users in the "BusinessSource" or "TreasurySource Small Business" package will receive one-time passcodes via voice message or SMS text message as their multi-factor authentication method. Regular message and data rates from your Service Provider will apply to any such message. If you deactivate cellular service for the mobile phone number enrolled in the One Time Passcode service, you are responsible for deactivating that phone number within the One Time Passcode service.

## LIMITATION OF LIABILITY

In the event of a breach of the Bank's obligations under this Agreement or its failure to exercise ordinary care, the Bank will be liable only for direct damages. The Bank will be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages and practices not disapproved by the Oklahoma Uniform Commercial Code, or is otherwise a commercially reasonable practice of the bank industry. The Bank will not be liable in the following circumstances:

- a. If through no fault of the Bank, you do not have enough funds in your account to make a transfer you have initiated or the transfer would exceed the credit limit on any overdraft line associated with the account;
- b. The equipment or software used by the Bank to provide the Service was not working properly;
- c. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction despite the reasonable precautions we have taken;

- d. You have reported the password as lost or stolen;
- e. Your Service has been cancelled;
- f. If the funds in your account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders; or
- g. If you fail to notify the Bank in writing within 15 calendar days after the date on which the Bank notified you of a transaction effected via Commercial Online Banking that such transaction was not authorized, or, if authorized, was not properly executed.

IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL , INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFITS, OR SAVINGS, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE BANK'S LIABILITY EXCEED THE FEES YOU HAVE PAID FOR THE SERVICE.

## **DISCLAIMERS**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE BANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES AND DOCUMENTATION RELATED TO THE SERVICES, INCLUDING ITS FITNESS FOR THE PARTICULAR PURPOSES, ITS QUALITY, MERCHANTABILITY OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT YOU MUST PROVIDE AND MAINTAIN SERVICE THROUGH AN INTERNET SERVICE PROVIDER OR USE A SUPPORTED MOBILE DEVICE TO USE THE SERVICE AND ARE SOLELY RESPONSIBLE FOR ALL FEES, COSTS AND CHARGES ASSOCIATED WITH SUCH SERVICE OR DEVICE. NOTHING IN THIS AGREEMENT NOR ANY COURSE OF DEALING BETWEEN THE CUSTOMER AND THE BANK CONSTITUTES A COMMITMENT OR OBLIGATION OF THE BANK OR OBLIGATES THE BANK TO EXTEND ANY CREDIT TO YOU OR MAKE A LOAN TO YOU.

## **LINKED SITES**

When accessed through the Internet, the Service may provide Internet Links to Internet sites of third parties for your convenience in locating other information and services. The presence of a link to third party does not in any way imply support of, or connection to that entity by the Bank.

You should be aware that when you select a link on the Bank's web site, you are leaving the Bank's site. The Bank makes no representations concerning any endeavor to review the content of linked sites and is not responsible for nor does it endorse the accuracy or reliability of any of the information or products contained, distributed, linked, downloaded or accessed from any third party, nor its quality, accuracy, currency, content, copyright compliance or legality.

## **INTERNET CONNECTION**

The Commercial Online Banking Security Statement is published at Commercial Online Banking. BOKF.com. You acknowledge that you have access to and have read the Commercial Online Banking Security Statement. The Commercial Online Banking Internet product is protected by 256-bit Secure Socket Layer Encryption – currently the most powerful encryption tool available for Internet products. However, you understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks and any and all information stored therein. You understand that the technical processing and transmission of the Service, including your information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, regulation or any violation of the intellectual property rights of another.



## **PROPRIETARY RIGHTS**

You acknowledge that the Bank shall retain all rights, title and interests in and to its web site, content on the web site, as well as documentation provided to you for use of the Service, including any modifications, improvements and enhancements thereof and additions thereto, including ownership of trade secrets, copyrights and other associated propriety and intellectual property rights pertaining thereto. You agree not to take any actions which violate or have the potential to violate the intellectual property rights of the Bank.

## **INDEMNITY**

You agree to indemnify and hold the Bank, its subsidiaries, affiliates, officers, agents and employees harmless from and against any claims or demands by you or any third party, including reasonable attorneys' fees, due to or arising out of content or instructions you submit, post or transmit through the Service and any module hereunder, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

## **ALTERATIONS AND AMENDMENTS**

The terms of this Agreement, the Commercial Online Banking Online Help and Documentation, applicable fees, and service charges may be altered or amended by the Bank from time to time. In such event, the Bank will post the amended terms or conditions on the Bank's website. You agree that you are responsible for reviewing the web site to keep abreast of such amendments. Any use of the Service after the Bank posts the change will constitute your agreement to such change(s). Further, the Bank may from time to time revise or update the programs, and/or related material which may render all such program versions obsolete. Consequently, the Bank reserves the right to immediately terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Bank's more recent revisions and updates of the Service.

## **RIGHT TO RESTRICT ACCESS**

The Bank reserves the right to terminate or restrict your access within the Commercial Online Banking system. This can be done at our sole discretion, without limitation for any reasons.

## **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue the Service, you must contact the Bank in writing. Written notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and must be sent to your Treasury Services Relationship Manager or:

BOKF, NA  
Commercial Online Banking Service  
Product Support 12th Floor  
P.O. Box 2300  
Tulsa, OK 74192

The Bank may terminate your use of the Service at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Bank agree to resolve the dispute by looking to this Agreement. This Agreement, and the agreements between the parties referenced herein, constitute the entire agreement between you and the Bank with respect to the Service and governs the use of the Service, superseding all prior agreements and understandings between you and the Bank relating to the subject matter of this Agreement.

## **OTHER AGREEMENTS**

In addition to this Agreement, the Services described herein shall be governed by the relevant provisions of the Bank's Deposit Agreement and the Master Agreement for Treasury Services, as applicable, as may be in effect from time to time.

- a. Funds Transfers, other than Automated Clearing House transactions, initiated by you via Commercial Online Banking shall be governed by the Funds Transfer Services Schedule (to the extent its provisions are applicable to Commercial Online Banking Funds Transfers), as may be in effect from time to time.
- b. Online Positive Pay, Reverse Positive Pay or Check Return instructions initiated by you via Commercial Online Banking shall be governed by the applicable Bank Service Schedule, as may be in effect from time to time.
- c. ACH transactions initiated by you via Commercial Online Banking shall be governed by the Bill Payment Help and Documentation, as may be in effect from time to time.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Bank may assign this Agreement at any time without your consent and with no notice to you. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of Sections hereof are for the convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

## **GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of law provisions. Any cause of action for breach of enforcement of, or a declaratory judgment respecting, this Agreement shall be commenced and maintained only in the United States District Court for the Northern District of Oklahoma or the applicable Oklahoma state trial court sitting in Tulsa, Oklahoma and having subject matter Jurisdiction.

## **COMMUNICATION**

All notices or advices required or permitted to be given by us to you pursuant to this Agreement shall be given in writing as described in this paragraph. All such notices and advices shall be delivered through mail, electronically, or by other available means. Electronic delivery may include posting the information on our web-site.

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



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

## MISCELLANEOUS

Each of the persons accepting this Agreement on behalf of the party hereto represents and warrants that he or she has full requisite power and authority to accept this Agreement on behalf of the parties for whom he or she is signing and to bind such party to the terms of this Agreement. 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 an attorneys fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation.) In the event any provisions of this Agreement, or the application of such provisions to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law. This Agreement, and all provisions of this Agreement shall be deemed drafted by all parties hereto. This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement. No course of prior dealings involving you and the Bank and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement except as expressly provided herein. Any terms not defined in this Agreement shall be as defined in any other agreement to which you and the Bank are a party.

**Member FDIC**

