Agreements and Disclosures

Depository Agreement for Consumer Transaction Accounts

Depository Agreement for Consumer Time Accounts

Funds Availability Disclosure

Electronic Funds Transfer Agreement and Disclosure for Consumer Accounts

USA Patriot Act Disclosure

Effective April 2026

BANK OF ALBUQUERQUE

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Table of Contents

Depository Agreement for Consumer Transaction Accounts …3

Arbitration Agreement For Consumer Accounts ……..8

Depository Agreement for Consumer Time Accounts…… 8

Arbitration Agreement For Consumer Accounts…….. 12

Funds Availability Disclosure…….. 13

Electronic Funds Transfer Services Agreement and Disclosure

Statement for Consumer Accounts…… 13

Arbitration Agreement For Consumer Accounts……16

USA Patriot Act ……17

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Depository Agreement for Consumer 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, "State" refers to the state in which you resided at the time you opened the Account, unless otherwise specified; "Business Day" means any weekday, Monday through Friday, except legal holidays, on which we are open for business.

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).
    b. **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.

1. **Summary of Fees and Simple Guides.** 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 Simple Guides applicable to such Accounts ("Simple Guides"). The Summary of Fees and the Simple Guide 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 Simple Guide, the Simple Guide 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 Accounts, one subaccount will be a transaction Account and the other subaccount will be a savings Account, and 2) for non-interest bearing checking Accounts, 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.

3. **Service Charges -** You agree to pay the service charges set forth in our Summary of Fees and/or Simple Guide applicable to your Account as amended from time to time. Regardless of the status of your Account, 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, Account funds will be disposed of in accordance with applicable State law in effect as of the time of the designation. During the life of the Account Owner, only the Account Owner shall have the right to Account 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 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 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 State 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. **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 trust, every person affixing his signature to the Signature Card represents for himself and on behalf of the Owner that (1) he is fully authorized to execute this Transaction Accounts Agreement in the capacity therein stated; and (2) the Bank will not verify the presence of more than one signature even if the trust's governing documents require two or more signatures to validate an item. Customer agrees to release and hold Bank harmless from any obligation to verify the presence of more than one signature on any item presented for payment by Bank. Customer further acknowledges and agrees that Bank does not violate any standard of care by not checking for signatures. The primary obligation to verify required signatures on a check belongs primarily to Customer. 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.

7. **Authority –** If the Owner of the Account is a trust, we may require the trustee to furnish us with evidence of any trust provision 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.

8. **Statements and Liability for Errors, Forged, Altered and Unauthorized Items –** You acknowledge that we make available bank statements to you on a monthly basis and that you are responsible for promptly examining your bank statement each statement period and reporting any irregularities to us. We will email or mail statements to you at the address shown on the Signature Card or to such other address as you shall designate in writing. If this is a Joint Account, we may, but we shall not be required to, accept an instruction from any one of you to change the email and/or mailing address. We are only obligated to send statements to one address, but may, upon your written request, email or mail additional statements to other addresses for an additional charge. It is the responsibility of the Account Owner to notify us promptly of any change in mail or email address to avoid delays in delivery. If you do not receive the monthly statement, it remains your obligation to obtain such monthly statement as it is being made available to you. It is your responsibility to undertake such steps as are prudent to protect the Account from fraud.

   Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature, endorsement or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged items were made available. You 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 Agreement. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within thirty (30) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days to your last known address which shall be deemed accepted by you. You understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

9. **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 Simple Guide 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. We generally cannot verify that checks, money orders or similar items are authentic and valid at the time of deposit. If you deposit a check, money order, cashier's check, or similar item and we later learn that the item is fraudulent, counterfeit or otherwise invalid, we may charge your Account for the amount of the item, even if we previously made the funds available to you. **Funds may be available for withdrawal that are not fully collected.** 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 missing 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 drawn against them. Search for a deposit cannot be made on the date a check or draft is presented. We are not responsible for transactions sent by mail until we have received the delivery from the U.S. Postal Service or other common carrier. We are not responsible for transactions placed in an automated teller machine ("ATM") or night depository until we have removed it from the ATM or the depository. During the time items are lodged in a depository or an ATM, our relationship towards you is solely that of a bailee. All transactions are subject to acceptance and verification by us. All transactions received on a day other than a Business Day or after our daily "cut-off time" on a Business Day will be treated and recorded as if received on our next following Business Day. Delivery to us of items for collection or credit shall constitute your acceptance of the items and conditions of this Transaction Accounts 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.

13. **Withdrawals**
a. Generally –Withdrawals may be made in person at a banking center, or via ATM, Online and Mobile Banking transfer or Bill Pay transactions, pre-authorized or automatic recurring payments, telephone through ExpressBank, wire transfer, personal check or mail. 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. **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.

15. **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 the State in which you reside as of the time the Account is opened. ("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 SOLELY ON THE BASIS OF THE IDENTIFYING OR BANK ACCOUNT NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY'S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. 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 may not be canceled, amended or modified. We must receive your cancellation or modification a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order. YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. We are not liable for any acts or occurrences outside our immediate control.

16. **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 to all such matters.

17. **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.

18. **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".

19. **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.

20. **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.

21. **Transaction Processing, Account Balance –** The transactions you make affect the balance in your Account. Your Ledger Balance is derived only once each business day after all transactions received have been posted to your Account regardless of whether the funds actually have been collected or paid by us. Your "Available Balance" is your Ledger Balance as it has been affected by your transactions since the Ledger Balance was derived. For example, your cash deposits and ACH*** credits increase your Available Balance during the day. 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 checks cashed and ACH debits posted to your Account decrease your Available Balance during the day. The use of your Debit Card to purchase goods or services will frequently result in a debit card authorization hold, which is a hold placed on your account after you authorize a transaction and we tell the merchant that we will pay the transaction when the merchant submits a request to be paid. We pay your debit card transaction when the merchant presents it to us for payment, that is, when the merchant asks us to transfer the funds from your account to the merchant, which is often one or more days after you authorize the transaction and the debit authorization hold is placed.
Adjustments – including, for example, deposit item returns and error resolutions – may increase or decrease your Available Balance,

depending on the nature of the adjustment. You can review your pending transactions via Online Banking and/or Mobile Banking or by contacting ExpressBank .

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 Bill Pay (if electronic), external transfers, Zelle transfers 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, as explained above, is often one or more days after you complete the transaction and incur a debit authorization.
**Excludes checks converted to electronic debits.
***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.

22. **Returned Items and Overdrafts -** If an item is posted to your Account and your Available Balance is insufficient to pay the item, we may, in our discretion, refuse to pay the item, without giving you prior notice, or, for most account types, pay the item, creating an overdraft. For this reason, your Available Balance is generally a good indicator of whether you will have an item returned, or incur an overdraft, in the next posting process. In the event the posting of one or more items reduces your Ledger Balance to less than zero, we will, for most transactions and account types, charge an Overdraft Fee for each item we have paid, at the rate set in the Summary of Fees, as amended from time to time. We will deduct the amount of each overdraft and 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.

If multiple items have been presented against the Account and your Available Balance is insufficient to pay all the items presented, we will, for most account types, charge an Overdraft Fee with respect to the first item paid that reduces your Ledger Balance to less than zero, and each of the following items paid.

You may decline the overdraft coverage described above ("Standard Overdraft Practices") by contacting us at ExpressBank or at your banking center location. If you do exclude your Account from Standard Overdraft Practices, we will return or decline most transactions that are presented when you do not have sufficient funds available in your Account or in a linked Overdraft Protection account. Declining to participate in Standard Overdraft Practices does not prevent all instances where your Account maybe come overdrawn, such as recurring debit card transactions If such a transaction is presented when you don't have sufficient funds in your Account or linked Overdraft Protection account, you may be charged an overdraft fee. Changes to your Standard Overdraft participation will be processed after transaction processing for the business day the updates are requested.

The Overdraft Program Opt-In Form provides additional information about our processing of ATM and everyday debit card transactions. A copy of this form may be found on the bank's website or at your banking center location.

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. Only one savings, money market account, or personal line of credit may be linked as a source of funding. To the extent the funds in your designated funding account are insufficient to cover all overdrafts in your Checking Account, an Overdraft Fee may be charged for each overdraft not covered by the transfer, under the terms of the Depository Agreement for Transaction Accounts.

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. We may report information about your account to credit bureaus. The status of or the closure of your Account and whether any money is or was owed to us may be reflected in your credit report. If an overdraft or 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 or 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 Accounts.

23. **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.)

24. **Set-Off –** You acknowledge and agree that we have a security interest in the Account and any funds contained 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.

25. **Levies and Garnishment or Dispute As To Funds –** Any garnishment or levy is subject to our security interest and right of set-off. If the Account is a Joint 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, funds disbursed from, or control of the Account, we may (in our sole and absolute discretion) freeze all funds in the Account or recover funds disbursed from 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. We have the absolute right to rely upon the authority of the Authorized Persons to the Account. Disputes as to the control of an Account must be presented in writing by an Authorized Person to an officer responsible for the administration of the Account. 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 or the recovery of the funds in the Account results in the return of outstanding items unpaid.

26. **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 Simple Guide), or stop the payment of interest on your Account at any time. 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, 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, by electronic or regular mail to the address listed on our records for the Account. However, if your account maintains a zero balance and has no activity for 30 Business Days, we may close your account without providing either advanced or post-closure notice.

    It is the sole responsibility of the Owner to notify us promptly of any change in mailing address or email 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.

27. **Force Majeure -** You agree that we shall not be liable for any loss caused directly or indirectly by any contingency beyond our reasonable control, including but not limited to: acts of war, military or national emergencies, acts of terrorism, civil disorder, strikes, riots, insurrection, acts of God, natural disasters, disease or medical epidemics or outbreaks, power outages or a network or systems failure, outages of computers or associated equipment, computer virus, line system failure, theft or destruction of or unauthorized access to records, government restrictions, exchange or market rulings, unscheduled closures of clearing organizations, markets and exchanges or any errors or lack of responsiveness of other organizations or entities, regardless of who or what has caused it to occur.

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 and State law.

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.

33. **Waiver of Sovereign Immunity –** To the extent that you now or hereafter have a right to claim sovereign immunity for yourself or any of your assets, you hereby irrevocably and unconditionally waive any such immunity to the fullest extent permitted by the laws of any applicable jurisdiction. This waiver includes immunity from (i) any expert determination, mediation, or arbitration proceeding commenced pursuant to this Agreement; (ii) any judicial, administrative or other proceedings to aid the expert determination, mediation, or arbitration commenced pursuant to this Agreement; and
    (iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from an expert determination, mediation, arbitration or any judicial or administrative proceedings commenced pursuant to this Agreement.

34. **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.

35. ARBITRATION AGREEMENT FOR CONSUMER ACCOUNTS

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.
You and we agree to arbitrate all disputes and claims arising out of or relating to this Agreement as it applies to Consumer Accounts.

The Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to us should be addressed to: General Counsel, BOKF, NA, 124 E. 4th Street, Tulsa, OK 74103. ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. If you commence an arbitration and the relief you seek is $10,000 or less, you may choose whether the arbitration proceedings will be conducted in person, by telephone, or based only on document submissions. Unless we and you agree otherwise, all hearings conducted as part of an arbitration commenced by you shall take place in the county of your billing address.

After we receive notice at the Arbitration Notice Address that you have commenced arbitration, we will reimburse you for your payment of the filing fee. The arbitration shall be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at www.adr.org or by writing to the Arbitration Notice Address. Notwithstanding any contrary provision of the AAA Rules, any dispute between the parties as to whether an issue is subject to arbitration shall be decided by a court of competent jurisdiction.

Except as provided herein, we will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the substance of your claim or the relief sought in the Demand is without factual support, as determined by the arbitrator under the standards set forth in Federal Rule of Civil Procedure 11(b), the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to pay all fees that you are obliged to pay under the AAA Rules, including reimbursement of us for any such fees already disbursed by us.

You agree that, by entering into this Agreement, you and we are:

(1) **WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY;**

(2) **AGREEING THAT YOU AND WE MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, and NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.** Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a class, collective or representative proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this arbitration provision (other than a change to the Arbitration Notice Address) while you have an account to which this Agreement applies, you may reject any such change to this arbitration provision and require us to adhere to the language in this provision.

Depository Agreement for Consumer 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. Your deposit of funds into the Time Deposit 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 business.

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"), simple guides ("Simple Guides"), and for Individual Retirement Accounts ("IRAs") only custodial agreements ("Custodial Agreements"), describing the terms and conditions of those Time Deposit accounts. The Confirmation, Simple Guide, the 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, Simple Guide, the Confirmation and Custodial Agreement, the Product Brochure, Simple Guide, 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, Account funds will be disposed of in accordance with applicable State law in effect as of the time of the designation. During the life of the Account Owner, only the Owner shall have the right to Account 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 State 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.

3. **Authority -** If the Owner of the Time Deposit is a trust, we may require the trustee to furnish us with evidence of any trust provision relating to the opening or maintenance of the Time Deposit and any changes therein.

4. **Balance Information**

a. **Minimum Deposit –** The minimum deposit amount of this Time Deposit is that amount listed on the attached Confirmation.

5. **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").

6. **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 –** 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.

7. **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 Maturity 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 be less than the Guaranteed Minimum Rate. If the Maturity Date falls on a day other than a Business Day of the Bank, the interest rate and the Guaranteed Minimum Rate will be that established by the Bank for the last Business Day prior to the Maturity Date.

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.

8. **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.

9. **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 Period was less than 30 days. Interest will cease to be paid as of the 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 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 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 –** 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 penalty on the amount(s) withdrawn, 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, unless otherwise provided by the applicable Product Brochure, Simple Guide and renewal notice, 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.

10. **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 or after our daily "cut-off time" on a Business Day may be treated and recorded as if received on our next following Business Day. Your delivery to us of items for 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.

11. **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.

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 the State in which you reside as of the time the Account is opened. ("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 SOLELY ON THE BASIS OF THE IDENTIFYING OR BANK ACCOUNT NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY'S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. We must receive payment orders not later than 2:00 p.m. (local time in the State in which the Account is located) 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 Time Deposit. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be canceled or amended if the beneficiary's Bank is located within the United States of America and the out- going payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be canceled, amended or modified. We must receive your cancellation or modification a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order. YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. We are not liable for any acts of occurrences outside our immediate control.

12. **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, Simple Guides, and Product Brochure), or stop the payment of interest on your Time Deposit at any time. 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, by electronic or 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 or email 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.

13. **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.

14. **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**.**

15. **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.

16. **Force majeure –** You agree that we shall not be liable for any loss caused directly or indirectly by any contingency beyond our reasonable control, including but not limited to: acts of war, military or national emergencies, acts of terrorism, civil disorder, strikes, riots, insurrection, acts of God, natural disasters, disease or medical epidemics or outbreaks, power outages or a network or systems failure, outages of computers or associated equipment, computer virus, line system failure, theft or destruction of or unauthorized access to records, government restrictions, exchange or market rulings, unscheduled closures of clearing organizations, markets and exchanges or any errors or lack of responsiveness of other organizations or entities, regardless of who or what has caused it to occur.

17. **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.

18. **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. Notice to any one of you is notice to all of you.

19. **Controlling Law –** This Time Accounts Agreement will be interpreted in accordance with applicable Federal and State law. 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 the State in which you reside as of the time the Account is opened.

20. **Waiver of Sovereign Immunity**. To the extent that you now or hereafter have a right to claim sovereign immunity for yourself or any of your assets, you hereby irrevocably and unconditionally waive any such immunity to the fullest extent permitted by the laws of any applicable jurisdiction. This waiver includes immunity from (i) any expert determination, mediation, or arbitration proceeding commenced pursuant to this Agreement; (ii) any judicial, administrative or other proceedings to aid the expert determination, mediation, or arbitration commenced pursuant to this Agreement; and
(iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order or attachment (including pre-judgment attachment) that results from an expert determination, mediation, arbitration or any judicial or administrative proceedings commenced pursuant to this Agreement.

21. ARBITRATION AGREEMENT FOR CONSUMER ACCOUNTS

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.
You and we agree to arbitrate all disputes and claims arising out of or relating to this Agreement as it applies to Consumer Accounts.

The Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to us should be addressed to: General Counsel, BOKF, NA, 124 E. 4th Street, Tulsa, OK 74103. ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. If you commence an arbitration and the relief you seek is $10,000 or less, you may choose whether the arbitration proceedings will be conducted in person, by telephone, or based only on document submissions. Unless we and you agree otherwise, all hearings conducted as part of an arbitration commenced by you shall take place in the county of your billing address.

After we receive notice at the Arbitration Notice Address that you have commenced arbitration, we will reimburse you for your payment of the filing fee. The arbitration shall be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at www.adr.org or by writing to the Arbitration Notice Address. Notwithstanding any contrary provision of the AAA Rules, any dispute between the parties as to whether an issue is subject to arbitration shall be decided by a court of competent jurisdiction.

Except as provided herein, we will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the substance of your claim or the relief sought in the Demand is without factual support, as determined by the arbitrator under the standards set forth in Federal Rule of Civil
Procedure 11(b), the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to pay all fees that you are obliged to pay under the AAA Rules, including reimbursement of us for any such fees already disbursed by us.

You agree that, by entering into this Agreement, you and we are:

(1) **WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY;**

(2) **AGREEING THAT YOU AND WE MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, and NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.** Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a class, collective or representative proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this arbitration provision (other than a change to the Arbitration Notice Address) while you have an account to which this Agreement applies, you may reject any such change to this arbitration provision and require us to adhere to the language in this provision.

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.

Deposits made before the cutoff time (10 p.m. CT) at a banking center and via ATM will be processed that day. Deposits made after the cutoff time will be processed 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 a BOKF owned ATM or 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;

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
at a staffed teller station.

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
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 $275 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 no later than the Business Day following the 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 checks or money orders totaling more than $6,725 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.

If we cash a check, money order, cashier's check, or similar item and we later learn that the item is fraudulent, counterfeit or otherwise invalid, we may charge your Account for the amount of the item, even if we previously made the funds available to you.

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 $6,725 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 $6,725 in checks will be available on the ninth Business Day after the day of your deposit. If 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 $6,725 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

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:

a. Preauthorized Transfers
You 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.

b. 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 above in paragraph 22 of the Depository Agreement for Transaction Accounts). 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.

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 Mastercard® Debit Card(s) to pay for goods and services at retail locations displaying the Mastercard symbol. We shall charge against your Account all purchases and all withdrawals made with your Debit Card(s). The use of your Debit Card to purchase goods or services will frequently result in a debit card authorization hold, which is a hold placed on your account after you authorize a transaction and we tell the merchant that we will pay the transaction when the merchant submits a request to be paid. We pay your Debit Card transaction when the merchant presents it to us for payment, that is, when the merchant asks us to transfer the funds from your account to the merchant, which is often one or more days after you authorize the transaction and the debit authorization hold is placed. You cannot place a stop payment on any use of your Debit Card to pay for goods and services at retail locations. Your Debit Card may not be used for any illegal transactions.

If you use your Mastercard® 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 Mastercard® 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, 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 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. 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.

c. 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.

d. 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.

e. 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.

2. DOCUMENTATION OF TRANSFERS:
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.

3. FEES AND CHARGES:
We will charge you fees in accordance with the information found in the Simple Guide 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 us, by a non-BOK Financial ATM operator, or by any national, regional, or local network used to facilitate the transaction.

4. FOREIGN EXCHANGE:

Mastercard Processed Transactions:
If you make a purchase or obtain cash in a foreign currency, it will be converted by Mastercard into U.S. Dollars.

Mastercard’s currency conversion procedure is based on rates in the wholesale market, or government-mandated rates where applicable. The currency conversion rate that Mastercard uses for a particular transaction is generally the rate for the applicable currency on the date that

the transaction occurred. However, in limited situations, particularly where submission of the transaction to Mastercard for processing is delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed.

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.

5. 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 basis.

6. PROCEDURES FOR REPORTING LOST OR STOLEN CARD(S) AND ACCESS DEVICES:
If you believe your Card(s) or other access device 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) or other access device 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) or other access device without your permission or made transfers 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) or other access device, 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 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.

7. BUSINESS DAYS:
As previously stated, “Business Day” means any weekday, Monday through Friday, except legal holidays, on which we are open for business.

8. 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.

9. 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 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.

10. 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.

11. CANCELLATION:
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.

12. AGREEMENT:
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.

13. 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.

14. 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), sign 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.

15. 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 State laws 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 law.

16. 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 appeared.

(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, 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 while we complete 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 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.

17. ARBITRATION AGREEMENT FOR CONSUMER ACCOUNTS

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.
You and we agree to arbitrate all disputes and claims arising out of or relating to this Agreement as it applies to Consumer Accounts.

The Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail,
a written Notice of Intent to Arbitrate ("Notice"). The Notice to us should be addressed to: General Counsel, BOKF, NA, 124 E. 4th Street, Tulsa, OK 74103. ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and
(b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. If you commence an arbitration and the relief you seek is $10,000 or less, you may choose whether the arbitration proceedings will be conducted in person,
by telephone, or based only on document submissions. Unless we and you agree otherwise, all hearings conducted as part of an arbitration commenced by you shall take place in the county of your billing address.

After we receive notice at the Arbitration Notice Address that you have commenced arbitration, we will reimburse you for your payment of the filing fee. The arbitration shall be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at www.adr.org or by writing to the Arbitration Notice Address. Notwithstanding any contrary provision of the AAA Rules, any dispute between the parties as to whether an issue is subject to arbitration shall be decided by a court of competent jurisdiction.

Except as provided herein, we will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the substance of your claim or the relief sought in the Demand is without factual support, as determined by the arbitrator under the standards set forth in Federal Rule of Civil
Procedure 11(b), the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to pay all fees that you are obliged to pay under the AAA Rules, including reimbursement of us for any such fees already disbursed by us.

You agree that, by entering into this Agreement, you and we are:

(1) WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY;

(2) AGREEING THAT YOU AND WE MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, and NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.
Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a class, collective or representative proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this arbitration provision (other than a change to the Arbitration Notice Address) while you have an account to which this Agreement applies, you may reject any such change to this arbitration provision and require us to adhere to the language in this provision.

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.