



Business Online Banking Express Agreement

Please read the MidFirst Bank Business Online Banking Express Agreement below and if Company agrees, click the “Agree” button at the bottom of the page.

This Business Online Banking Express Agreement (“Agreement”) is made by and between the undersigned Company acknowledging and agreeing to the terms and conditions herein (“Company”) and MidFirst Bank, its subsidiaries, divisions, and/or affiliates (collectively “Bank”) and is effective upon Company’s first use of the Services. The Bank will make available to Company the Business Online Banking Express System, which will enable the Company to gain direct access to account balances, transaction records, and other information regarding the Company’s accounts at the Bank, in addition to other services described herein. Bank may amend this Agreement from time to time upon notification to the Company as specified in this Agreement and the Account Agreement & Disclosure. Any modifications, updates, or changes to this Agreement will be effective as of the date of posting the revised terms on the System and Company’s continued use of the Services.

Please read this Agreement carefully and keep a copy of this Agreement for Company’s records and future reference. By Company’s application for and use of the Services, Company agrees to the terms and conditions contained in this Agreement and authorizes all actions taken by the Authorized User (as defined below). **Each time Company accesses or uses a Service, Company agrees to the terms and conditions of this entire Agreement, including any modifications, updates, or changes to this Agreement.**

1. **Definitions.** Unless otherwise defined herein, all defined terms shall have the meanings set forth in the Account Agreement & Disclosure and/or the Rules (as defined below).

“Account” and/or “Accounts” shall mean the account or accounts to be accessed using the Service as designated by the Company during Auto Enrollment or at a subsequent date. Accounts may include Business Accounts and Consumer Accounts.

“Account Agreement & Disclosure” shall mean the agreement and disclosure Company received when Company opened its MidFirst Bank Account(s) which may be amended or updated from time to time by Bank, in Bank’s discretion, for which Company is bound, and which governs the terms and conditions of Company holding the Account(s) and all Account signers.

“ACH” shall mean the Automated Clearing House, which is governed by the Rules.

“ACH Entry(ies)” means automated clearing house entries as defined in the Rules, including, but not limited to CCD (Corporate Credit or Debit), PPD (Prearranged Payment and Deposit), and CTX (Corporate Trade Exchange) ACH Entries and also includes any data for ACH Entries and any pre-notification

“Alerts” shall mean the alerts from the System as further define in paragraph 8.

“Applicable Laws” shall mean the applicable United States federal, state and local laws, rules, regulations and guidelines applicable to the Services, including, but not limited to the Rules, OFAC and its regulations promulgated through the United States Treasury Department and laws and regulations relating to financial institution recordkeeping and reporting, Gramm-Leach-Bliley Act of 1999, Dodd-Frank Wall Street Reform and Consumer Protection Act, and other privacy laws, rules and regulations, the Check 21 Act, and the Uniform Commercial Code (“UCC”), which are in effect or hereinafter may be enacted.

“Authorized User” means a person or persons authorized and designated by Company who may access and use the Services and to conduct selected transactions on behalf of Company.

“Auto Enrollment” means the online application and enrollment process that Company completes in order to access the System and participate in the Services.

“Bank Recommended Security Procedures” shall mean the commercially reasonable security procedures and measures recommended and suggested by Bank for Company to protect against unauthorized access, intrusion, fraud, and other unauthorized disclosure or use of Company, third party, and Bank Confidential Information, which procedures are consistent with commercially reasonable industry practices.

“Billing Account” shall mean the Company’s Account, which is active, and from which Bank may deduct monthly fees and charges for the Services and other ancillary fees and charges associated the Services or with Bill Payment.

"Bill Payment" shall mean a Service offered by Bank allowing Company to schedule and pay bills through the System from an Account, to selected Payees which are set up in advance, on a scheduled payment date.

"Business Account" means an Account used for business purposes and opened as a Business Account at Bank with the appropriate Bank required business documentation.

"Business Day(s)" shall mean Monday through Friday, except for federally observed United States holidays. Federal holidays are generally the ten (10) holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday, or any federal holiday will be processed by the Bank on the next Business Day.

"Collected and Available Funds" shall mean funds in an Account equal to the ledger balance minus float including any pending transactions and adjustments, which in Bank's reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.

"Confidential Information" shall mean all Company and third-party non-public information, (including, but not limited to passwords, IDs, authentication techniques, codes, operations, financials, systems, etc.), and Account information and Bank information, procedures, policies, agreements, System, operations, Services, trademarks, trade names, and other confidential and proprietary information not readily available to the public.

"Consumer Account" means an Account used for personal, family, and/or household purposes and opened as a Consumer Account at Bank.

"Expedited Payments" shall mean the scheduling of a Bill Payment in a more expedient manner for payment to a Payee in accordance with the terms of this Agreement.

"Fee Schedule" shall mean the binding schedule of fees, pricing, and charges disclosed by the Bank to Company for Account transactions, products, System use, Services, Account benefits, and other services provided to Company, which may be supplemented, modified, updates, and/or revised periodically by Bank; continued use of the Services will constitute Company's agreement to any changes or modifications to the Fee Schedule.

"Funds Verification" shall mean the verification of sufficient funds in the Account for payments and verification that the Account is active and in good standing with the Bank.

"Loan Advance" shall mean an advance on a pre-existing loan or line of credit, which may be approved through the System, as requested by Company and subject to Bank's approval process. Any loan and all information submitted through the System in connection with a Loan Advance are subject to verification and approval in accordance with Bank requirements.

"Linked Accounts" means those Accounts that are either automatically linked by function of account type or specifically designated by Company on the Business Online Banking Express Account Link Instruction Form for Business Online Banking Accounts with different TINs or the Business Online Banking Maintenance Form for single TIN relationships to be linked for transfer capability between the Accounts.

"Mobile Banking Deposit" shall mean a method of accepting checks or items for deposit to Company's Account through the process of Bank receiving an electronic image of the check or item for deposit using a mobile device.

"OFAC" shall mean the Office of Foreign Asset Control in accordance with Applicable Laws.

"Payee" shall mean the payees or other third parties selected in advance by the Company to receive payment.

"Payment Transaction" a request by Company to Bank to initiate a bill payment on Company's behalf to a Payee by means of an ACH credit entry, other electronic funds transfer, or a check payment.

"Payment Transaction Request" a message transmitted electronically from Company to Bank through use of the System requesting Bank to initiate a Payment Transaction.

"Process Date" the date Company designates in the Payment Transaction Request for the processing of a Payment Transaction. Funds will be deducted from Company's Account on or after this date.

"Remote Deposit" shall mean a method of accepting checks or items for deposit to Company's Account through the process of Bank receiving an image of the check or item for deposit using a scanner or other similar device.

"Reversals" shall mean data for reversing ACH Entries.

"Rules" shall mean the rules of the National Automated Clearing House Association, ("NACHA") and appendices to the NACHA rules, as amended from time to time. The NACHA Operating Rules and Operating Guidelines are available for purchase from EPCOR by visiting the Online Store at www.epcor.org or by calling EPCOR directly at 800-500-0100.

"Security Procedures" shall mean the applicable security measures and operating procedures together with the Bank

Recommended Security Procedures provided by Bank to Company for purposes of securing Bank, third party, and Company information, Accounts, and other Confidential Information and transactions and any other security measures and operating procedures described in this Agreement.

"Service Requirements" shall mean any other agreements, terms, features, conditions, functions and hardware or device requirements, which are required and/or applicable for use of the Services.

"Service(s)" shall mean the services designated in this Agreement, as selected by Company, to gain access to Account balances, transaction records, and other information regarding Accounts, in addition to other services referenced in this Agreement and more specifically outlined in section 3 of this Agreement.

"System" shall mean an Internet-based cash management system known as the Business Online Banking Express system.

"User Documentation" means any written information Bank provides to Company, including information in electronic format, as amended from time to time, which contains details or instructions regarding the use of a Service, including, without limitation, Service Manuals, Quick Reference guides, User Guides, standalone Security Procedures, and Implementation Forms.

"Zelle®" and "Zelle Network®" shall have the same meaning as described in the Zelle® for your small business Addendum, available in in the Administration/Communications/Forms and Documents section of the System.

2. **Customer Service.** Telephone support is available at 877-516-2777 Monday through Friday 8:00 a.m. CT to 7:00 p.m. CT. Company may also contact customer service through email at commercialservices@midfirst.com. Bank will respond to emails within (1) Business Day of receipt. Sensitive confidential information should NOT be transmitted via email, as email is a non-secure method of transmission of information. Notwithstanding anything to the contrary, Bank may rely upon any communication from Company (or Company's Authorized User), regardless of form or means of communication, as authorized communication and authority for Bank to act. The Service hours of operation for the System are generally twenty-four (24) hours a day, seven (7) days a week. However, access to the System may be restricted on Sundays between the hours of 3:00 a.m. central time ("CT") and 10:00 a.m. CT, so that MidFirst Bank may perform routine system maintenance.
3. **Services.** The System will enable Company to use Accounts to establish and initiate the Services identified below or other services identified to Company by Bank from time to time. The Business Online Banking Express Account Link Instruction Form, the Business Online Banking Express Maintenance Form, and other applicable Bank forms, required for completion by Company from time to time sets forth those Accounts of the Company that may be accessed by the Company through the System under the terms of the Agreement. Company may use the System to perform the following functions and Services; however all Services and products may be subject to applicable Service Requirements, which are effective upon Company's use of the Services. Any Service Requirements must be agreed to by Company or (where Company fails to expressly agree to the Service Requirements in writing) such will be automatically agreed to by Company upon any use of the Services. The availability and scope of the Services available through the System are provided in Bank's sole discretion; Bank may decline to provide any Service to Company at any time in Bank's sole discretion.
 - a. **Account Balance and Other Inquiries.** The Company may use the System to retrieve information, including real-time Account balances and transaction information (subject to maintenance and downtime) regarding the Accounts.
 - b. **Alerts.** The Company may receive electronic alerts which will be sent through the System, via email, SMS text message or through an alternative method (as applicable), which will provide different types of account and transaction information.
 - c. **Autobooks.** By signing a separate, independent and direct agreement with the third-party processor, Autobooks, Inc., Company will have the ability to link to Autobooks to create and send invoices and accept payments by card or ACH to Company's Account and an option to utilize accounting and reporting tools.
 - d. **Bill Payment.** The Company may use the System to schedule bill and other payments directly from a designated Account to Payees in the amounts and on the days that the Company has selected and allows Company to receive electronic bills and schedule both one-time and recurring payments, and include invoice detail information with payment.
 - e. **Check Images.** The Company will have the ability to view images of paid checks.
 - f. **eStatements.** The Company may use the System to receive electronic Account statements and Account analysis statements.
 - g. **Internal Transfers.** The Company may use the System to initiate a transfer among Accounts, which are listed by Company during Auto Enrollment or subsequently with the Business Online Banking Maintenance Form or Business Online Banking Account Link Instruction Form.
 - h. **Loan Advance.** The Company may use the System to request an advance on a pre-existing loan or line of credit by following the rules and requirements of the System and subject to Bank's underwriting loan policies and Bank approval.
 - i. **Loan Information Reporting.** The Company may use the System to electronically view MidFirst Bank loan transactions and history.
 - j. **Loan Payments.** The Company may use the System to initiate a MidFirst Bank loan payment.
 - k. **Mobile Banking Deposit.** The Company may use the System in connection with Mobile Banking Deposit service; however the Mobile Banking Deposit service is subject to Bank approval and additional terms and conditions, to which Company must agree.
 - l. **Multiple Account Transfers.** The Company may use the System to initiate transfers from one account to multiple checking, savings, and money market accounts, which are listed by the Company during Auto Enrollment or subsequently with the Business Online Banking Maintenance Form or Business Online Banking Account Link Instruction Form.
 - m. **Payroll Services.** By signing a separate, independent and direct agreement with the third-party payroll processor, SurePayroll, Inc. and signing up for the Payroll Services with Bank, Company will have the ability to link to SurePayroll, Inc.

as the payroll processor for purposes of processing payroll and wages for W-2 employees and 1099 contractors, calculating, withholding, and filing federal, state and local taxes and deductions, running, creating, and sending payroll transactions and payments, updating, receiving and monitoring human resource requirements, providing pay stubs, payment history, and other reports to employees, and receiving, providing, and complying with other payroll and human resource requirements.

- n. **Remote Deposit.** The Company may use the System to access the Remote Deposit service; however the Remote Deposit service is subject to additional terms and conditions, which Company must agree.
- o. **Secure Mail.** The Company will have the ability to send and receive secure messages to and from Bank
- p. **Stop Payment.** The Company may use the System to initiate or cancel a stop payment on either a single or on multiple checks. The stop payment will remain on the account for six (6) months, unless revoked by Company in writing to Bank.
- q. **Zelle® for your small business.** The Company may use Zelle® for your small business, which allows Company to transfer and receive money through the Zelle Network® of financial institutions. Refer to the terms of the Zelle® For Your Small Business Addendum (the "Addendum"), available in the Administration/Communications/Forms and Documents section of the System, which is expressly incorporated by reference and which specifically apply to Zelle® for your small business. In the event of any conflict between the Addendum and this Agreement, the provisions of the Addendum shall control.

4. Compliance with Rules and Other Applicable Law.

- a. **Rules.** The Company's rights and obligations with respect to ACH transactions are governed by the Rules. Company agrees to comply with and be bound by Applicable Law, including the Rules.
- b. **OFAC.** Company further agrees to comply with, and cooperate with Bank in its efforts to comply with Applicable Laws. Company represents and warrants that it is not violating any Applicable Laws and shall not violate the OFAC-enforced sanctions, and is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.

5. Balance Inquiries, Account Information, and Transfers. Company may use the System to check the balance of Company's Accounts and to transfer funds among Company's Linked Accounts. In order to initiate one of these transactions, Company must first access www.MidFirst.com through the Internet and access the System in accordance with the Bank Recommended Security Procedures described herein with the specific instructions that are provided to Company upon enrollment in the Services. Transfers between Linked Accounts may occur on a one-time or repetitive basis using the System. If there are insufficient funds in an Account from which Company is requesting a transfer, (or a Loan Advance) Bank reserves the right to reject Company's request without liability. Account balances will be current as of the date and time Company signs on to the System or as set forth in notices, updates, or terms of use available on the www.MidFirst.com website from time to time. The balance displayed by the System may include deposits still pending and subject to verification by Bank. The balance shown also may differ from Company's records because it may not include deposits in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. Any transfers will be made available in accordance with the "Funds Availability Policy" as set forth in the Account Agreement & Disclosure. Company understands that, for limited transaction Accounts, the number of transactions which can be made on a monthly basis is subject to Applicable Law and by the terms of the Account Agreement & Disclosure. Company agrees to comply with the limitations, and understands that exceeding the limitations will result in excess transaction fees and/or conversion of Company's Account to a non-interest bearing account. All Accounts enrolled in the System for Services (as designated during the Auto Enrollment process or subsequently with the Business Online Banking Express Maintenance Form or Business Online Banking Express Account Link Instruction Form) will be available for viewing and balance inquiries using the System. If Company does not wish to view information on a particular Account, Company may contact Commercial Services at 877-516-2777 to edit Company's viewing capabilities.

6. Bill Payment. Bill Payment allows Company to pay selected Payees by scheduling same-day or future Payment Transactions. Bank or its third party vendor determines how each Payment Transaction will be paid, whether by check or electronic transaction. Company must select a "send on date" for each Payment Transaction that allows sufficient time for payment to be delivered on or prior to the payment due date. While Bank makes no representation or warranty to Company that a Payment Transaction will be received by the Payee or credited to the Payee's account on or before the estimated "arrive-by date," Bank's third-party vendor may reimburse certain charges imposed by Payee if Payment Transaction is received after the payment due date. Regardless of Company's chosen "send on date," Bank shall not be liable to Company or the Payee in the event Company incurs any liability to a Payee arising from a delayed, undelivered, or late payment, including but not limited to fees. Company is responsible for ensuring that each Payment Transaction Request conforms to the requirements described in the User Documentation, including but not limited to cutoff times. Further, company is solely responsible for monitoring all Payees and Payment Transactions. Bank shall not be responsible for identifying any unauthorized Payee or Payment Transaction, other than as set forth in the Security Procedures. If Company enrolls in Bill Payment, then all eligible Company Accounts on the System may be used for Bill Payment. Company must advise Bank in writing of any Accounts that Company wishes to restrict from Bill Payment.

- a. **Payees.** Payments may be made only to Payees with a U.S. payment address. Company shall set-up Payees as specified in the User Documentation. Company is solely responsible for monitoring Payees and payments made using Bill Payment, and agrees Bank is not responsible for determining whether any particular Payee or bill payment is authorized, other than as set forth in Security Procedures. Bank is entitled to rely on the accuracy of the Payee information provided by Company unless and until Company provides notification to the contrary. Company shall update Payee as necessary to ensure that Payee timely receives payment. Bank shall have no obligation to verify Payee information, and Bank shall not be liable for any fees assessed by a Payee where Company has failed to maintain updated Payee information or provides incorrect Payee information. Company shall hold Bank harmless from any claim related to incomplete Payee information and for any Payment Transactions remitted to the wrong Payee based on information provided by Company. Bank may share limited information about Company with the Payee for purposes of providing Bill Payment Service. Company acknowledges that certain Payees may be managed by Bank's third-party vendor, and Company authorizes Bank and its third-party vendor to adjust Payee information to reflect the information on file with the third-party vendor to facilitate payment to such Payees.
- b. **Processing Bill Payments.** Company authorizes Bank to debit Company's Account and remit funds in accordance with Company's Payment Transaction Requests through the ACH network or by paper check as determined by Bank or its third-

party vendor. After the Process Date and prior to origination of the ACH credit entry or issuance of a check, funds deducted from Company's Account will be held in a master or general liability account at Bank. Company acknowledges and agrees that Company has no ownership interest or right to the funds in this bank account. This bank account arrangement does not create a trust or other fiduciary obligations on the part of Bank to Company.

- c. **Issuance of Check Payments.** Company authorizes Bank and its third-party vendor to print and issue paper checks drawn by Company. Bank shall not have any liability to Company or any other person on the check as an endorser, a drawer or a co-signer, or in any other capacity. In the event of a returned check or other non-payment of an issued check, Company may be subject to claims from third parties under law in Company's capacity as drawer of the check. In addition to any other indemnification obligation provided herein, Company agrees to indemnify Bank for any loss, damage or claim arising from Bank's issuance of a check in accordance with Company's Payment Transaction Request.
 - d. **Limitations.** All Payment Transactions must comply with the provisions and timing set forth in the User Documentation and with Applicable Laws. Bank shall not be responsible for any failure to make a Payment Transaction if Bank does not receive the necessary information and data in a timely manner. Bank may suspend, reject, or refuse to send any payment for any reason, without liability to Company, where Bank reasonably suspects false or incorrect information, fraud, wrongdoing, suspicious activity, insufficient funds, or such other reasonable purpose. Company shall have full responsibility for contacting the Payee regarding any questions regarding Company's account, payments, fees, charges, or any other issues with Payee. Prior to any Bill Payment request, the funds in Company's Account are subject to Funds Verification; Company's Account must have sufficient funds and the Account must be active and in good standing with Bank. Bank may delay or cancel Company's scheduled payment(s) if Company's Account and funds cannot be verified. Bank shall have no liability to Company for any such delays or cancellations, including but not limited to any fees or charges that may arise out of such delay or cancellation.
 - e. **Prohibited Payments.** Company shall not use Bill Payment to make payments for alimony, child support, taxes, or other governmental fees or court-directed payments. Bank shall not be liable for any claims resulting from Company's scheduling of these types of payments.
 - f. **Payment Review.** Bank reserves the right to monitor all transactions and refuse any electronic bill or Payment Transaction Request. At any time, Bank may, in its sole discretion, cancel or reverse any Payment Transaction Request or Payment Transaction without prior notice to Company.
 - g. **Payment Cancellation Requests.** Company may cancel, reschedule, or modify a scheduled Payment Transaction prior to processing, subject to any restrictions set forth in the User Documentation.
 - h. **Stopping Bill Payments.** Company may stop payment on a scheduled Payment Transaction processed by check, subject to the limits set forth in the User Documentation. Company may not stop payment on a Payment Transaction processed by ACH credit or other electronic payment. Although Bank will use commercially reasonable efforts to accommodate stop payment requests, Bank will not have any liability to Company for failing to do so. If Bank honors a stop payment request, Company agrees to indemnify Bank for any liability or claim that Bank incurs arising from a person that seeks payment from Bank on the check based on such person's status as a holder or payee of the check and/or otherwise based on Bank's role in the issuance of the check on Company's behalf. All stop payment or cancellation requests are subject to the fees set forth in the Fee Schedule.
 - i. **Electronic Bills.** Electronic billing arrangements shall be solely between Company and Payee for purposes of Company paying Payee bills, invoices, or other amounts billed. Company is responsible for establishing any electronic bill agreement with Payees. Bank's responsibility for electronic billing shall be limited solely to administrative steps necessary to complete Company's enrollment in electronic billing. Bank assumes no responsibility otherwise for electronic billing. Company authorizes Bank or Bank's third-party vendor to access any website or system necessary to retrieve the Payee account information on Company's behalf, and Company appoints Bank as its agent for this limited purpose. Bank shall have no responsibility or liability for any Payee who fails to provide any necessary data or information for Bank to process an electronic bill in a timely manner. If Company does not receive an electronic bill, it is Company's sole responsibility to contact the Payee.
 - j. **Expedited Payments.** Expedited payments allow Company to schedule a Payment Transaction and have the Payment Transaction sent on same or the next Business Day as scheduling the Payment Transaction, depending on when the expedited Payment Transaction is scheduled. By scheduling an expedited Payment Transaction, Company may schedule and pay bills the same-day electronically or cause an overnight check to be issued and sent to the Payee. For same Business Day processing of overnight check payments, Company must schedule the Payment Transaction prior to the cut-off time designated by the Bank, as set forth in the User Documentation, otherwise the overnight check Payment Transaction will be processed and sent the next Business Day. In addition to the foregoing Bank limitations, all expedited Payment Transactions are subject to Payee validation, Payee established cut-off payment time-frames, and Funds Verification. There is an additional premium fee for expedited Payment Transactions, which will be assessed and charged to Company's Account in accordance with the Account Agreement and Disclosure. Some exceptions may apply to expedited Payment Transactions, and Company will immediately be contacted in the event an expedited Payment Transaction Request cannot be met. If an expedited Payment Transaction Request is submitted as a same-day ACH transaction, additional fees will apply. Once an expedited Payment Transaction is scheduled, it cannot be cancelled.
 - k. **Provisional Payments.** For Payment Transactions processed as a credit ACH Entry, Company shall be bound by the Rules, including but not limited to the Rules governing provisional payments as set forth below. All terms italicized below are defined in the Rules.
7. **Autobooks.** Autobooks allows Company to create and send invoices and accept payments by card or ACH to Company's Account through a third-party processor, Autobooks, Inc. ("ABI"). Company has the option to obtain an accounting and reporting upgrade to the Service which includes financial reporting and budgeting tools for an additional monthly fee. Bank's sole obligation to Company for Autobooks is to provide a link to ABI on the System. Company must enter into a separate agreement with ABI for Autobooks, and Bank will not be a party to that agreement. Once Company has executed the agreement with ABI and ABI has enrolled Company to use its services, Company may use the System to connect to ABI for

such Service. Autobooks is provided by ABI, and Company's agreement with ABI shall control and dictate Company's use of such Service. Company shall refer to its agreement with ABI for instructions and the terms and conditions which control Company's use of Autobooks, timing, funding, deductions, fees, surcharges, questions, or other issues regarding Autobooks. ABI shall be fully responsible for the Autobooks Service provided, and Company agrees to address any errors, defects, problems, fraud, mistakes or other issues to ABI. In the event Company believes it is entitled to compensation in any form for any error, defect, problem, fraud, mistake or other issue with Autobooks, Company agrees to seek such compensation only from ABI. In addition, Company agrees to indemnify Bank against and hold it harmless from any and all liabilities, claims, costs, expenses and damages of any nature Company incurs in connection with Company's use of Autobooks, and agrees to waive any right of subrogation against Bank with respect to such.

Company shall designate an Account(s) for use with Autobooks. ABI's financial institution shall be considered the ODFI for purposes of ACH transactions

8. **Payroll Processing Services.** Payroll Processing allows Company to process payroll through a third-party payroll processor, SurePayroll, Inc. ("SurePayroll"). Bank's sole obligation to Company for Payroll Processing is to provide a link to SurePayroll on the System. Company must enter into a separate agreement with SurePayroll for Payroll Processing, and Bank will not be a party to that agreement. Once Company has executed the agreement with SurePayroll, and SurePayroll has enrolled Company to use its services, Company may use the System to connect to SurePayroll for such service. Payroll Processing is provided by SurePayroll, and Company's agreement with SurePayroll shall control and dictate Company's use of such Service. Company shall refer to its agreement with SurePayroll for instructions and the terms and conditions which control Company's use of Payroll Processing, timing, funding, deductions, questions, or other issues regarding Payroll Processing. SurePayroll shall be fully responsible for the Payroll Processing Service provided, and Company agrees to address any errors, defects, problems, fraud, mistakes or other issues to SurePayroll. Payroll Processing requires Company to designate an "Approver" (as that term is defined in the User Documentation); and Bank is authorized to rely on all acts, omissions, and instructions of such Approver. In the event Company believes it is entitled to compensation in any form for any error, defect, problem, fraud, mistake or other issue with Payroll Processing, Company agrees to seek such compensation only from SurePayroll. In addition, Company agrees to indemnify Bank against and hold it harmless from any and all liabilities, claims, costs, expenses and damages of any nature Company incurs in connection with Company's use of Payroll Processing, and agrees to waive any right of subrogation against Bank with respect to such.

Company shall designate a funding account with SurePayroll. SurePayroll's financial institution shall be considered the originating depository financial institution ("ODFI") for purposes of ACH transactions. Any transactions processed through Company's Account are subject to verification and sufficient funds in the Account to process any transaction request.

9. **Alerts.** The System offers a feature whereby Company may request that Bank send Company an Alert upon the occurrence of certain specified events, such as when Company's Account reaches a specified minimum or maximum balance, when a transfer has failed, or when certain deposits to or checks drawn on Company's Account have posted. These Alerts may be received by Company via the System's "Received Mail and Alerts" section or to an Internet email address and/or SMS text message to a mobile device. By registering a mobile device, Company certifies that Company has proper authorization to request text alerts to such device. Wireless carrier charges may apply to alerts delivered by text message. To assure text message alerts are received, device settings should be reviewed to ensure proper notifications are enabled on the device. In order to request this feature, Company must complete the appropriate online form specifying method of notification and Company's email Alert preferences. If Company has specified an email address or mobile phone number for receipt of Company's Alerts and email address changes, Company is responsible for informing Bank of any changes. Company acknowledges and agrees that Alerts may be delayed or prevented by a variety of factors, and although Bank will attempt to transmit Alerts in accordance with the specifications, Alerts are not guaranteed to be accurate, nor are they guaranteed to be sent by Bank or received by Company on a timely basis. Company agrees that Bank will not be liable or responsible in any manner for any delays, failure to deliver, or misdirected delivery of any Alert, for any errors in the content of an Alert, or for any actions taken or not taken by Company or any third party in reliance on an Alert, and specifically disclaim liability for any costs, damages or losses associated with any such failures. Company agrees to take appropriate steps to verify and confirm Alert information independently. Company acknowledges and agrees that Alerts may contain Company's name and certain information about the Account, according to the type of Alert selected, and that persons having access to Company's email will be able to view the content of the Alerts. The information provided on Alerts is intended to complement the Security Procedures selected by Company and serve as an additional fraud prevention tool for Company. Company shall be accountable and responsible for timely reviewing and responding to all Alerts and Bank will have no liability to Company or any third parties for Company's failure to process Alerts timely.

10. **Timing Specifications.**

- a. Multiple Account Transfers, Internal Transfers, Loan Payments, Loan Advances, and Bill Payments initiated on any Business Day before the Service cutoff time shown below will be processed on the same Business Day. Service cutoff times are as follows:
- i. Multiple Account Transfers, Internal Transfers, Loan Payments, or Loan Advances initiated prior to 10:00 p.m. central time ("CT") on a Business Day will be effective as of the close of that Business Day. Multiple Account Transfers, Internal Transfers, Loan Payments, or Loan Advances initiated after 10:00 p.m. CT on a Business Day, or on a non-Business Day, will be effective as of the close of the following Business Day.
 - ii. Bill Payments initiated prior to 8:00 p.m. CT on a Business Day will be effective as of the close of that Business Day. Bill Payments initiated after 8:00 p.m. CT on a Business Day, or on a non-Business Day, will be effective the close of the next following Business Day. For same Business Day processing of overnight check payments, Company must

schedule the Bill Payment prior to 6:45 p.m. CT Monday-Friday. If Company schedules an overnight check payment as an Expedited Payment after 6:45 p.m. CT Monday-Friday or on a non-Business Day, then the Bill Payment will be processed and sent the next Business Day. Same day ACH Expedited Payments are dependent on the Payee and will be processed same Business Day, provided the "pay it faster" or "same-day payment" option is still available through the Payee.

- b. If Bank is unable to process a transaction as requested, Bank may notify Company through an Alert sent via the Business Online Banking Express Secure Mail system, Internet email, or through alternative methods, or contacting Company by telephone by 9:00 p.m. CT on the Business Day the Bank received the request. Company may not and has no right to cancel or amend a Bill Payment, or transfer request after its receipt by the Bank. If, however, Bank receives a request to cancel or amend an account transfer or Bill Payment, Bank, at its sole option, may make a reasonable effort to attempt to cancel or amend the transaction, if Bank has not yet acted upon the request.

11. Security Measures and Operating Procedures.

- a. Company agrees not to disclose any confidential or proprietary information regarding the System, Services, or other procedures or operations of Bank or its third-party vendors, to any third parties. Company further agrees to comply with all Security Procedures set forth herein. Company agrees that it is primarily responsible for ensuring that the Security Procedures are commercially reasonable and adequate, at all times for Company and that Company shall notify the Bank immediately in writing if Company's security fails to meet the minimum standards set forth by the Security Procedures. Bank shall have no liability for Company's failure to maintain adequate and reasonable security measures, precautions, and procedures and Company agrees to indemnify, defend, and hold harmless Bank, its shareholders, officers, directors, employees, agents, representatives, parent company, affiliates, subsidiaries, and divisions from any claims or damages from a third party for Company's failure to maintain a secure system and follow the Security Procedures. Company acknowledges and agrees that the Security Procedures are commercially reasonable with industry practices and Company agrees to work with Bank in updating and maintain reasonable ongoing Security Procedures.
- b. The Company recognizes that the System and the Services are the property of a third party and/or Bank and Company agrees to comply with all Security Procedures and requirements as may be established from time to time by Bank or the third-party owner of the Business Online Banking Express System and Services. Company has reviewed the Security Procedures and has independently determined that the Bank Recommended Security Procedures (1) are a commercially reasonable method of providing security against unauthorized payments, transfers, access, and other intrusions, and (2) are adequate based on the size, type, and frequency of payment orders and/or transfer requests and Services, which the Company anticipates. Bank will notify Company of changes to the Bank Recommended Security Procedures; however, Company agrees that it is primarily responsible for ensuring that the Security Procedures continue to be commercially reasonable and adequate at all times and in the future for Company, and that Company shall notify the Bank in writing, if Company's security fails to meet the minimum standards set forth by the Security Procedures or commercially reasonable standards. Company represents and warrants that it is knowledgeable with respect to the Security Procedures and has selected the best Security Procedures to fit its operations.
- c. Company and Bank shall comply with the Security Procedures, as may be amended from time to time, with respect to the Services elected by Company from Bank. Company acknowledges that the purpose of the Security Procedures is for verification of authenticity and is not intended to detect errors in the transmission or content of any checks, Bill Payments, or any other Account transfers. No Security Procedure for the detection of any such error has been agreed upon between Bank and the Company.
- d. Company is strictly responsible for establishing and maintaining the safety, security, and soundness procedures to safeguard against unauthorized access and transmissions, and protection of Confidential Information, including, but not limited to, having appropriate firewalls, authentication techniques, secured hardware, virus and intrusion prevention software, encryption, and other commercially reasonable security in place with Company's operations and systems. Company represents and warrants that no individual will be allowed to initiate Bill Payments or other Account transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of Confidential Information and the Security Procedures, including any IDs, passwords, codes, security devices, authentication techniques, tokens, and related instructions provided by Bank in connection with the Security Procedures. If Company believes or suspects that any Confidential Information or instructions have been breached, become known, or accessed by unauthorized persons, Company agrees to notify Bank immediately by phone, email or otherwise. The occurrence of any unauthorized access or disclosure shall not affect any transfers made in good faith by the Bank, prior to receipt of such unauthorized access or disclosure notification as described above and within a reasonable time period to act upon and prevent unauthorized access.
- e. If an order or request for a Bill Payment or other Account transfer received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective and Company authorized, even if it were not Company authorized, provided the Bank acted in compliance with the Security Procedure regarding the order or request. If an order or request for a Bill Payment or other Account transfer was transmitted and authorized by Company or Authorized User, Company shall be obligated to pay the amount, regardless of security protocol.
- f. Company understands and agrees that the Security Procedures are not fully impenetrable and that inherent risks exist in conducting and transacting business online. Bank and Company agree to use reasonable efforts to maintain industry standard commercially reasonable Security Procedures and protect against unauthorized access and use of Confidential Information. If Company opts to use alternative security procedures, other than those recommended by the Bank or the industry, then Company fully and unconditionally assumes full responsibility for Company's and its User's security and shall release, defend, indemnify and hold harmless Bank from any and all claims, causes, of action, damages, liability, losses, or any other legal proceeding whatsoever which arise out of Company's selected alternative security methods and security monitoring. Company accepts responsibility for Company's implemented security procedures and protection of passwords, authentication tools, certification, encryption, and other security protocol techniques and Company shall be

solely responsible for daily monitoring of its security procedures and for the detection of fraud, errors, and defects.

12. **Bank Recommended Security Procedures for Service.** The following minimum security procedures shall apply.
- a. Only the Authorized User may access the System and use the Services. Company has the sole responsibility to designate the Authorized User, limit the Authorized User's access by Account, and shall be responsible and held liable for all actions taken by Authorized User. In order to access the Systems and view Account information, the Authorized User must have the minimum specifications as designated by Bank and which is capable of supporting the following minimum security standards and procedures:
 - Secure Socket Layer ("SSL") protocol and digital certification and authentication with a 128-bit, or higher, encryption.
 - One or more firewall servers or devices to control the flow of traffic into the System.
 - Virus prevention/detection software for continuous protection against infection.
 - Secured router used in accessing the System.
 - b. Login to the System is not possible without 128-bit encryption.
 - c. Call back conversations, if applicable and in Bank's sole discretion, may be recorded for quality control purposes.
 - d. The Security Procedures offered to Business Online Banking customers consist of multiple levels of access methods, authentication, user ID's, and individual passwords, which shall be kept confidential by Company and not shared. Company is solely responsible for ensuring that its operating system and Internet browser meet the minimum standards and requirements to use the System and the Services, as suggested by Bank. The approved and/or recommended operating system and Internet browsers are listed in the "Administration/Download Documents" section of the System. This list is updated from time to time by Bank and should be checked by Company periodically to ensure continued compliance.
 - e. Company agrees to comply with all Bank Recommended Security Procedures, including but not limited to maintaining confidentiality of all user IDs, Company IDs, passwords and other authentication techniques, which Company adopts or which are assigned to Company, and to take such other measures as may be appropriate to prevent unauthorized access to the System and the Services.
 - f. Company recognizes that, as between Company and Bank, the System and the Services are the property of Bank and Company shall comply with such procedures and requirements as may be established from time to time by Bank. Company must use minimum security standards to access the System. Such minimum security standards include, but are not limited to the use of user IDs, Company IDs, passwords, out-of-band authentication and other industry or bank required authentication techniques.
 - g. Company (and its Authorized User) is solely responsible for safeguarding and protecting the user ID, password, codes, and other authentication techniques, which allow Company and its Authorized User to access to the System and the Services. Company shall be fully liable for all Authorized User's transactions made using Company's (or an Authorized User's), user ID, password, and/or other authentication techniques.
 - h. Company should monitor its access to the System and activity on the System and activity on its own system for unauthorized use, access, and intrusion. The Company should seek qualified professional assistance to validate Company's security methods and procedures.
 - i. Company agrees not to disclose any Confidential Information regarding the System or any of the Services to any third party or to allow any unauthorized users on the System. Company shall only disclose Confidential Information on a need-to-know basis both internally and externally. If Company is required to provide any Bank Confidential Information to any external parties, then Company agrees to notify Bank first and seek Bank's approval and written consent prior to any such disclosure of Bank Confidential Information.
 - j. Company is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Company agrees that no individual will be allowed to initiate transfers in the absence of proper authorization and safeguards, and Company agrees to take reasonable steps to maintain confidentiality of the Bank Recommended Security Procedures and any passwords, codes and related instructions provided by Bank in connection with the Security Procedures.
 - k. **Company shall notify the Bank immediately if it believes that its Authorized User, the user ID, Company ID, password, or any other authentication technique or any other Confidential Information has been compromised, or becomes known or suspected to have become known to an unauthorized person or that an unauthorized person has gained access to the System, Company's System, or the Services. Telephone notice shall be given by calling 877-516-2777 Monday through Friday from 8:00 a.m. CT to 7:00 p.m. CT or via email to commercialservices@midfirst.com.**
 - l. Company should exercise extreme caution in appointing Authorized User. Company understands and agrees that all actions taken by the Authorized User is fully authorized and accepted by Company and all acts of the Authorized User shall survive any severance of such person from the Company or any termination of this Agreement. Company must provide written notice to Bank of any changes or inaccuracies in information.
 - m. Company should immediately notify Bank of any changes to Company's business procedures, structure, its authorized signers, or its Authorized User. Bank shall have no liability to Company for any failure by Company to update its records, Business Online Banking Express forms, or any other documentation required by the Bank, which establishes the instructions, authorization, and accuracy of Company information. Bank may rely on any and all instructions and actions of Company and its Authorized User and shall have no liability to Company for such reliance. All instructions and actions of any Company authorized signer or Authorized User shall survive any severance of such persons from the Company or of any termination of this Agreement. Company must provide written notice to Bank of any changes or inaccuracies in information.
13. **Electronic Funds Transfer Disclosures – Consumer Accounts Only.** Please refer to the "Electronic Funds Transfer" section contained in the Account Agreement & Disclosure for any Consumer Accounts enrolled on the System and in any of the Services. This Account Agreement & Disclosure governs Company's rights and responsibilities with respect to any "Electronic Funds

Transfers" that are initiated from Company's Consumer Accounts using the System and the Services.

14. **Authorization to Obtain Information.** At any time during Company's enrollment for use of the System, Company agrees that Bank may obtain and review Company's credit report from an authorized credit bureau in order to process Company's application for access to the System and use of the Services in compliance with Applicable Laws. Company also agrees that Bank may obtain information from Company's Payees regarding Company's payments and the Payee accounts credited with same, in order to facilitate proper handling and crediting of Company's payments.
15. **Fees and Charges.** Company agrees to compensate Bank for Company's use of the System and/or the Services as provided under the terms of this Agreement and in accordance with the relevant Bank Fee Schedules. Company authorizes Bank to charge the designated Billing Account or other Account(s), or any other deposit account or account analysis relationship maintained by the Company, for such charges and fees. Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Bank reserves the right to charge, deduct from Account, or pass through any fees, penalties, costs, or charges imposed by any governing body or imposed in association with the compliance with Applicable Law and the Rules. Company shall pay such fees, penalties, costs, or charges on demand and Bank reserves the right to deduct any such amounts from Company Account in accordance with the terms of this Agreement and the Account Agreement and Disclosure. The provisions of this section shall survive any suspension, expiration, or termination of this Agreement.
16. **Limitation of Warranties.** THE BANK MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH REGARD TO THE BUSINESS ONLINE BANKING EXPRESS SYSTEM OR ANY OF THE SERVICES.
17. **Limitation of Liability.** In the performance of the Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties and the accuracy thereof, as provided by Company pursuant to this Agreement and any other forms or agreements governing the parties' relationship and the Services. Company will ensure that all Business Online Banking Express enrollment and other forms completed in connection with Company's use of the System or any use of the Services are true and correct. Bank shall not be liable or responsible for the accuracy or completeness of any information or documentation provided to Bank by Company, any Authorized User, or any other third party. Bank shall be responsible only for performing the Services expressly selected by Company and provided for in this Agreement and in accordance with any depository agreement between Company and the Bank. In all instances, Bank's liability is strictly limited to Bank's own gross negligence or intentional and willful misconduct in performing the Services and Bank shall in no event be responsible for any of Company's (or its employees', officers', directors', agents', representatives', related companies', or Authorized User's) acts or omissions, (including without limitation the amount, accuracy, or timeliness of transmittal or authorization of any information received from Company), or those of any other person, including, without limitation any Federal Reserve Financial Institution, Automated Clearing House, any transmission or communications facility, any Payee, receiver, (including without limitation the return of an entry, check, Bill Payment, or other transaction), and no such person shall be deemed the Bank's agent or representative. Company agrees to indemnify, defend, and hold harmless Bank, its parent company, affiliates, subsidiaries, divisions, directors, officers, employees, agents, and representatives, against any loss, liability, damages, fees or expenses, (including reasonable attorneys' fees and expenses), resulting from or arising out of any claim or action by any person in connection with the Company's use of the System and/or the Services. Bank shall not be liable for the unavailability or failure of the System or Services, or any feature or function thereof, at any time. Bank may cease to offer access to the System or offer any of the Services, in whole or in part, at any time without liability or responsibility to Company. The Bank will not be responsible for any liability, loss, fees, expenses, or damage resulting from any delay in the performance of or failure to perform or adequately perform any of its responsibilities under this Agreement, which is caused by legal constraint (in the sole opinion of Bank's counsel); an act of God, fire or other catastrophe; electrical or computer failure; interruption of transmission or communication facilities; equipment failure; Internet failure; acts or failures to act by the Company or by any third party (including the third-party owner of the Business Online Banking Express System); emergency conditions, terrorism, or any other cause beyond the Bank's reasonable control. Bank will have no liability to Company for any consequential, indirect, punitive, special, or incidental damages, regardless of whether Bank had been advised of the possibility of such damages. Furthermore, in the event Company request to add and/or link any Consumer Account(s) to Company's profile within the System and desires such Consumer Account(s) to be added to the Services, Company understands and agrees that the scope and functionality of the Services may be limited and such Consumer Account(s) may require the Account(s) (both business and personal), and Company relationship to receive different treatment. Bank shall have no liability for any limitations in functionality or the availability of Services if Company adds any Consumer Account(s) to the Company relationship in the System, regardless of Bank approval or acknowledgement.
18. **Company Representations and Warranties; Indemnification.** Company represents and warrants that the System and the Services will only be used for the agreed upon intended purposes. Company represents and warrants that it has full requisite authority and licensing to enter into this Agreement and that the Authorized User designated has been carefully considered and selected by the Company and is fully authorized to bind the Company in any of the Authorized User's actions. With respect to each and every check, Bill Payment or other permitted transaction initiated by Company under the System, Company represents and warrants to Bank and agrees that (a) each person shown as the receiver on a check, Bill Payment or other received by Bank from Company has authorized the initiation of such transaction, and the crediting or debiting of its account in the amount and on the date shown on such entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, and (c) entries transmitted to Bank by Company are limited to those types of entries set forth herein. The Company agrees to indemnify, defend and hold the Bank, its parent, affiliates, divisions, subsidiaries, shareholders, employees, agents, representatives, officers and directors harmless from and against all liability, costs, fees, and expenses, including attorneys' fees and expenses, incurred by the Bank in connection with this Agreement or the performance or breach of Company's duties, representations or warranties hereunder, or arising out of any violation by Company of any of the rights in the Service(s).

19. **Amendment and Termination.** The Bank may amend this Agreement at any time upon notice to the Company, which shall become effective upon posting the revised Agreement terms to the System or as otherwise indicated by Bank. The Authorized User may be asked to acknowledge and accept revised and updated Agreement terms for confirmation purposes; failure of the Authorized User to acknowledge and accept revisions and modifications to the Agreement will allow Bank, in Bank's discretion, to suspend or terminate the Agreement and access to the System, and/or the Services, in whole or in part, without any liability to Bank. Notwithstanding any right of the Bank to suspend or terminate Company's access to the System or the Services, if Bank does not suspend or terminate access to the System or to the Services for Company's failure to acknowledge and accept any updated terms and conditions and if Company continues to use the System and/or the Services, Company will be deemed to have accepted the updated terms and conditions. Either party to this Agreement may terminate this Agreement, in whole or in part, on five (5) Business Days prior written notice to the other party or as provided elsewhere in this Agreement. In addition, the Bank may terminate this Agreement at its option immediately without notice to Company, if Company (a) fails, without regard to the materiality thereof, to comply with any term of or breaches any warranty in this Agreement, in any other agreement between Company and Bank, or in any agreement between Company and any third party related to this Agreement; (b) Company files, or has filed against it, any application for relief under any bankruptcy or insolvency laws; or (c) Company makes an assignment for the benefit of creditors. No termination shall affect any claim or cause of action of either party which existed prior to or at the time of the termination.
20. **Notices, Instructions.** All notices and other communications under the terms of this Agreement, except as otherwise provided herein, shall be in writing and shall be sent by first-class mail, hand-delivered, overnight courier, email, or provided electronically via the System by Bank only, or to the properly designated mailing address below. Except as otherwise provided in the Agreement, Bank shall not be required to act upon any notice or instruction received from Company or Authorized User or any other person; however any act by Bank in reliance on any such notices or instructions, shall be the responsibility of Company. Furthermore, except as provided in the Agreement, Bank shall not be required to provide any notice or advice to Company, Authorized User, or any other person with respect to any notices or instructions. The Bank address for notice purposes is MidFirst Bank, Attn. Commercial Services, P.O. Box 76149, Oklahoma City, OK 73147-2149.
21. **Governing Law.** This Agreement shall be governed by the internal laws of the state of Oklahoma (excluding the law of conflicts). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT WILL BE BROUGHT IN ACCORDANCE WITH THE TERMS OF THE ACCOUNT AGREEMENT AND DISCLOSURE.
22. **WAIVER OF JURY TRIAL.** COMPANY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE COMPANY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. THE BANK IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE COMPANY.
23. **Errors.** If Company suspects or is aware of any errors, defects, or fraud with respect to the Services or any associated transactions, then Company agrees to promptly notify Bank within thirty (30) calendar days of knowledge of such or thirty (30) calendar days following Company's receipt of Account statement, whichever is sooner. If Company fails to promptly notify Bank of any errors, defects, or fraud, then all transactions shall be deemed correct and Company shall waive any further right to make a claim for any alleged error, defect, or fraud.
24. **Third Party.** No person or entity not a party to this Agreement shall have any rights or interests in or to this Agreement.
25. **Binding Effect & Assignment.** This Agreement shall be binding upon and for the benefit of Company, Bank and any permitted assigns. This Agreement may not be assigned by Company without the prior written consent of Bank.
26. **Signatures.** In addition to original signatures, any required signatures on this Agreement may be delivered by facsimile or digitally scanned and delivered by email, (or through electronic acceptance), and all such forms of acceptance and remittance by Company shall be deemed to have the same effect as an original signed document. Any future modifications, updates, or amendments to this Agreement will become effective as of the date of posting such modifications, updates, or amendments on the System. Terms and conditions posted on the System shall be deemed accepted by Company upon by Company's acknowledgement of the modified, updated, or amended terms or upon Company's continued use of the Services.
27. **Entire Agreement.** This Agreement as amended, modified, or updated, together with any applicable forms completed by Company in connection with the Service(s), contain the entire understanding between Company and Bank with respect to the Services described in this Agreement, and may be amended from time to time upon notice by Bank in accordance with this Agreement, provided that this Agreement is also subject to other ancillary Bank agreements impacting the Services as referenced herein and incorporated by reference into this Agreement. In the event of a conflict between this Agreement and any other agreement related to Company Accounts, this Agreement shall control, except in the case of the Zelle® for your small business Addendum or as otherwise provided for in writing. Company shall update, as necessary, all forms designating Company's instructions, structure, and authorizations to ensure Bank has accurate and reliable information at all times with respect to Company's Accounts.
28. **Joint Subscribers.** Where two or more persons subscribe to Service for their joint Account(s), Bank is entitled to rely and act upon instructions from any one such subscriber or Authorized User.

29. **New Accounts.** Company authorizes Bank to add to Company's online banking access any Accounts opened after Company's application for use of the System, and for the Services, on which Company is listed as an owner ("New Account"). New Account access will be setup by contacting Commercial Services and completion of the Business Online Banking Express Account Link Instruction Form for Business Online Banking Express accounts with different TINs or the Business Online Banking Express Maintenance Form with accounts with the same TIN (or other such applicable forms, as required by Bank), which become a part of this Agreement. Such New Account access will be for viewing and transfer purposes for use of all functions provided or offered by the System.
30. **Information to Third Parties.** Bank will disclose information about Company's Account to third parties as provided by the MidFirst Bank Privacy Statement, which is contained in the Account Agreement & Disclosure and is posted on Bank website at www.MidFirst.com. Company may also call 866-626-3888 if Company would like to obtain a copy of the Privacy Statement.
31. **Electronic Disclosures.** Company agrees that Bank may make available exclusively via the www.MidFirst.com website all disclosures required by law which may be permissibly given electronically. These include (but are not limited to) required disclosures under the federal "Regulation E" and "Regulation CC" of the Federal Reserve Board. Company should print out all electronically provided disclosures in order to retain them for Company's records and referral. If at any time Company is unable to print Company's disclosures, or should Company wish to withdraw Company's consent to electronic receipt of disclosures, please call Commercial Services at 877-516-2777, so that the disclosures may be mailed to Company in paper form.
32. **Subject to Approval.** Company agrees that it shall not be entitled to utilize the System or any of the Services, until the application and applicable forms have been reviewed and accepted by Bank. Company will be notified in writing if Company's application (or any completed forms) for System access or for any of the Services are declined or are incomplete.
33. **General.** In the event it is determined that Company is processing or originating ACH transactions, (or any other payments or collections) on behalf of another party, either through Company or on behalf of the other party, Bank reserves the right to seek additional information from Company on the relationship and conduct reasonable due diligence in connection with Company's relationship with the third party and Company agrees to reasonably comply with Bank's request. If it is determined by Bank that Company is a designated third-party payment processor or a third-party sender, then Company will be required to complete additional questionnaires and fill out additional documentation for Bank's evaluation. Bank reserves the right and may terminate any Company relationship at any time, Bank's sole discretion, if it is determined that Company is processing or originating ACH Entries (or other payments or collections) on behalf of another party.

Any failure of Company to comply with (a) any Bank request, (b) the terms of this Agreement or any other agreement with respect to the Services, (c) Applicable Law, including the Rules, or payment terms and obligations or be in any default thereof with respect to any Service, shall grant Bank the right to (i) discontinue any use of any of the Services, in whole or in part; (ii) deny access to the System, either temporarily or permanently; or (iii) terminate Company's banking relationship with Bank, in whole or in part. Bank shall have no liability for any course of action taken by it in accordance with the terms of this section.

As an Authorized User of the Business Online Banking Express Services, I represent that I am eighteen (18) years or older and I have full authority to accept the foregoing agreement and to fully bind the Company. It is acknowledged and understood that Company shall ratify and confirm any and all of my actions as an Authorized User to the System.

By selecting the "Agree" button below, Company (and/or its Authorized User) acknowledges that it has read this Business Online Banking Express Agreement (including any accompanying documentation), and Company agrees to the terms and conditions contained therein.

If Company selects the "Exit Enrollment Process" link, then Company's Auto Enrollment will be cancelled and Company will return to the MidFirst Bank homepage.