

CityNET Business Banking Online Agreement

This Agreement sets forth the terms of the business banking online services (“Service”) that City National Bank & Trust Co. (“us” and “Bank”) makes available to its customers (“you” and “Business Client”). By applying for *CityNET*, you agree to be bound by these terms. Your use of *CityNET* will be additional evidence of your agreement to these terms.

1. Equipment. You are responsible for providing and maintaining any equipment that is necessary for *CityNET*, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with *CityNET*, even if we have previously approved their use.

2. Accounts. Your application may list certain Bank accounts that you wish to access with *CityNET*. You will need to designate certain accounts for specific purposes in connection with *CityNET*. If you link more than one checking account to our ACH Service, for example, you will need to specify the account from which transfers should be made. You may appoint an individual (an “Administrator”) with the authority to determine who will be authorized to use *CityNET* on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user’s authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use *CityNET*. You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to ACH funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

3. Fees. You agree to pay us the fees we establish for *CityNET*. See our fee schedule for details. We may send a bill to you for the fees (which must be paid within ten (10) days of the invoice or statement date) or charge them directly to your accounts with us. If you fail to pay any amount owing to us under this Agreement, it will bear interest at the rate of 12% per year until paid. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Service performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with *CityNET*, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

4. Access to Account Data. *CityNET* provides you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact customer service at (800)385-3444 or (580) 355-3580.

5. Information Processing and Reporting. We offer a number of Service(s) that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

Information You Provide to Us. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us an ACH transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

Your Instructions. You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

Your Review. You acknowledge that it is not possible for *CityNET* to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. Notwithstanding the foregoing, should you fail to report any errors or discrepancies to us within thirty (30) days of the date you receive a statement from us containing the transaction or error in question, we shall have no further liability or obligation with respect thereto. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

6. Reliance on Third Parties. Our ability to provide certain Service (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any Service you receive from third party vendors.

7. User Guides and Security Procedures. We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access *CityNET*. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Service.

You agree to:

(a) comply with the User Guides and procedures that we provide to you;

(b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with *CityNET*;

(c) closely and regularly monitor the activities of employees who access *CityNET*; and

(d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so. We advise you to change the passwords you assign to your employees on a regular basis, but no less frequently than every ninety (90) days. We advise you to change your temporary passwords promptly after you are given access to *CityNET* for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use *CityNET*. We may require you to change your Security Code at any time. We may deny access to *CityNET* without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access *CityNET* or if we believe such action is necessary for security reasons. We shall have no liability or obligation for damages resulting from your failure to change your passwords as advised herein. We have no obligation to verify the identity or authority of any person using your User ID and passwords, and you shall have full and complete liability and responsibility for any action or transaction taken by any person using your User ID and passwords. Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Service allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through *CityNET*, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

8. Automated Clearing House ("ACH") Service. If you are approved (through an additional application and approval process) for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House

Association (“NACHA”) (collectively, the “Rules”), as amended from time to time. You can obtain a copy of the Rules by contacting:

NACHA 2410
Paces Ferry Rd. SE Ste 400
Atlanta, GA 30339-1816

You may initiate ACH debit entries only with the prior written authorization of the persons whose accounts are affected by such entries. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You agree to maintain sufficient collected and available funds in your account for a period of two business days prior to the settlement date to cover the amount of your transfers, as well as returned or reversed debit entries, adjustments, and other amounts owed to us under this Service. We may refuse an entry if there are not sufficient collected and available funds in your account on the date we initiate the transaction (up to two business days before an ACH settlement date) or on the settlement date. We will notify you of such refusal electronically, in writing, by telephone, or otherwise. We are not required to pay you interest on a rejected entry for the period from refusal of the entry to your receipt of the notice of refusal. If an entry is returned by the ACH, we may submit the entry back to you, adjust your account, and await further instructions. We may remake such entry, however, if the return is due to our error and we have sufficient data to remake the entry. You agree to retain and provide us with the necessary information to make such entries until midnight of the third business day following the settlement date. Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. In the event of any conflict between the terms of this Agreement and the Automated Clearing House Agreement between you and us, the terms of the Automated Clearing House Agreement shall control.

9. Book Transfer Service. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

10. Online Bill Payment Service. This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.

a. Bill Payments. You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to *CityNET*, you must specify which account(s) you wish to use in making payments.

b. Eligible Payees. We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

c. Initiating Payments. To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

d. Automatic Recurring Payments. You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

e. Charging Your Account. When you transmit a payment request, you authorize us to charge your designated account. This charged will be processed within three (3) business days of the scheduled request. We may treat online checks with the same effect as if you had signed them. For a stop payment request – refer to subsection “h” below.

f. Scheduling Bill Payments. Our online system will ask you to specify a “Process Date” for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us seven-to-ten (7-10) business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instruction ten (10) business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the Process Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in

such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

g. **Canceling Bill Payments.** If you make a mistake or decide to cancel a payment order you have entered in our system, you can cancel it on the same day by sending us a cancellation request prior to our then-current cutoff hour for such requests.

h. **Stop Payments on Bill Pay Items.** A stop payment request may only be placed on bill payment items that have been processed as a check and have not cleared the account. To ensure that the item has not cleared the payee issued to, you will need to contact the *CityNET* Banking Department at 1-866-385-3444. If the item in question has not cleared or was not processed electronically then a stop payment may be placed with the *CityNET* Banking Department. A charge for this service will be deducted from your account.

11. Stop Payment Service. You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the online system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

12. Amending/Canceling a Transaction. Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

13. Our Rejection of Transactions. We may refuse any transfer or payment instruction without cause or prior notice.

14. Notice of Returned Payments or Transfers. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

15. Unauthorized Transactions. We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

16. Transaction Limits and Safeguards. You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized. We will not be liable or responsible for transactions initiated using your Security Code even if they exceed the Service transaction limits.

17. Electronic Mail/CityNET (Secure Messaging). If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the *CityNET*. As such, we recommend that you not send account data or other sensitive information to us by e-mail. Your use of the *CityNET* will be entirely at your own risk. We make no representation, warranty or endorsement with respect to:

- (a) information placed on the *CityNET* by third parties;
- (b) the security or continued availability of the *CityNET* or of any *CityNET* web site, including without limitation our web site; or
- (c) *CityNET*, products or information made available over the *CityNET* by others whose sites may be accessed, directly or indirectly, as a result of our Service.

Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. You agree that:

- (a) *CityNET* Service are provided to you on an "as is" basis, without warranties of any kind;
- (b) we, our affiliates, *CityNET* service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the *CityNET*;
- (c) you will comply with all laws applicable to your *CityNET* activities;
- (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability;
- (e) we may monitor your e-mail and *CityNET* communications with our employees; and
- (f) our *CityNET* Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

We will not ask you for sensitive account information by email. You should not respond to any email inquiry that purports to come from us seeking account information, Security Code information or other information. Any loss or damage, or any transactions effected through the use of the information that you provide, that results from your sending such information to any person shall be your responsibility, regardless of whether you believe (reasonably or not) that you were providing such information to us.

18. Cutoff Hours. A number of our Services are subject to processing cutoff hours (Central Standard Time): 4:00 p.m. for stop payment orders; 8:00 p.m. for internal book transfers; 12:00 p.m. for wire transfer orders; and 4:00 p.m. for ACH transaction entries. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Service may occasionally be unavailable due to needed maintenance or system/network interruptions. We reserve the right to change our cutoff hours at any time.

19. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of *CityNET*. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:

- (a) your actions or omissions, or those of third parties other than those within our immediate and reasonable control;
- (b) your negligence or breach of any agreement with us;
- (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us;
- (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility
- (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God;
- (f) causes beyond our reasonable control;
- (g) the application of any government or funds-transfer system rule, guideline, policy or regulation;
- (h) the lack of available funds in your Account to complete a transaction;

(i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or

(j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us. We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for *CityNET*-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Service.

You acknowledge that our Service fees have been established in contemplation of:

(a) these limitations on our liability;

(b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and

(c) your agreement to assist us in any loss recovery effort.

20. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

21. Statements and Notices. Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of ACH entries or bill payments.

(a) You agree to notify us immediately if you discover:

(i) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report);

(ii) unauthorized transactions involving any account;

(iii) a breach in the confidentiality of the Security Codes or User Guide; or

(iv) other problems related to *CityNET*. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fifteen (15) days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).

(b) If you fail to notify us within fifteen (15) days, you agree that, in addition to any other limitations on our liability:

(i) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and

(ii) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice. Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at:

City National Bank & Trust Co.
Attn: *CityNET* Department
500 Montgomery Square PO Box 2009 Lawton, OK 73502-2009

22. Your Records. This Agreement and *CityNET* are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

23. Termination. You or we may terminate this Agreement as to some or all of *CityNET*, with or without cause, by giving thirty (30) days prior notice in writing to the other party. We may suspend or terminate your Service or this Agreement immediately and without prior notice if:

(a) you breach any agreement with us;

(b) the confidentiality of your Security Code is compromised;

(c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of *CityNET*;

(d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or

(e) we are uncertain as to any person's authority to give us instructions regarding your accounts or *CityNET*. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

24. Miscellaneous Terms.

a. **Agents.** You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

b. **Amendments.** We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of *CityNET*.

c. **Oklahoma Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oklahoma, without reference to Oklahoma's conflict of law provisions.

d. **Compliance with Laws.** You agree to comply with all applicable laws and regulations when using *CityNET*. You agree not to initiate any ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

e. **Entire Agreement.** This Agreement, together with the related agreements entered into by you in connection with *CityNET* (Business Banking Online Service) such as our Automated Clearinghouse Agreement (ACH), or our *CityNET* (Business Banking Online) Enrollment Form Agreement, supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to *CityNET*.

f. **Financial Review.** You agree to provide us with a financial statement or information on your financial condition upon our request.

g. **Monitoring of Communications.** You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with *CityNET* at any time, without further notice to you or any party to the communication.

h. **No Assignment.** We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

i. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

j. No Third Party Use. Unless you have our prior written consent, you may not use *CityNET* to process transactions for third parties or permit others to initiate Service transactions on your behalf.

k. Overdrafts. When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

l. Security Interest. You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

m. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

n. Waivers. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

• Acknowledgment: By signing below, you acknowledge receipt of and agree to be bound by these Business Banking Online Terms and Conditions.

Signature of Principal Owner/CEO/Board Chairperson

Title

Company Name

Date

Phone Number

Fax

Accepted:

City National Bank & Trust Co.

By: _____

Name/Title: _____

Date: _____

Business Banking Online Resolution

The undersigned, hereby certifies to City National Bank & Trust Co. that I am the _____(title), of _____(legal name of company)(the "Business Client"); unless otherwise designated, Secretary or Assistant Secretary, and designated keeper of the records and minutes of the Business Client identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Business Client; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), partners (if a partnership), customers/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Business Client at a meeting held on the ____ day of _____, _____, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Business Client, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person executing the attached Agreement and Enrollment Form dated _____, is hereby authorized, on behalf of this Business Client and in its name, to execute and deliver said forms, and to thereby bind the Business Client to City National Bank & Trust Co.'s *CityNET* Banking Agreement, as amended from time to time, for the purpose of enabling representatives of this Business Client to obtain account information, perform fund transfers between Business Client's account(s), and/or to make payments from Business Client's account(s) through the use of one or more passcodes.
2. Resolved, that each person named in this document, acting alone, is hereby authorized to act on the Business Client's behalf in all matters relative to Business Client's passcodes, including but not limited to the right to (i) establish additional passcode IDs on the Business Client's behalf, (ii) terminate or cancel any/all existing passcodes; (iii) change the Business Client's account(s) associated with passcode ID, (iv) change the activity level of an account associated with any passcode, (v) name additional persons who will have maintenance authority over Business Client's passcodes, or terminate the authority of any person with maintenance authority over Business Client's passcode.
3. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as City National Bank & Trust Co. is concerned until after City National Bank & Trust Co. is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by City National Bank & Trust Co. prior thereto; and
4. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of a Administrator or the authority of any person to use a passcode must specifically state that it relates to passcodes and must specifically describe the termination or change requested.

I further certify that the following are the signatures of the officers (or others) authorized to by the foregoing resolution to act for this Company.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Company this _____ day of _____, _____.

Affix Corporate Seal Here
(please indicate if no corporate seal)

Signature

NOTE: This certificate must be executed by an officer other than one of those authorized to act and must be either an owner or an authorized signer on the account.

Business Banking Online Enrollment Form Agreement

Company Name: _____ TIN: _____

This Enrollment Form is part of the Business Banking Online Terms & Conditions Agreement (the “T&C Agreement”) between you and the bank regarding your use of the City National Bank & Trust Co.’s *CityNET* banking network. The terms of the T&C Agreement are incorporated herein by reference.

The following services will be available:

• Balance inquiry;	• Check copy request;
• Transfer of funds between accounts;	• Access to various reports;
• Bill payment;	• Secure messaging system;
• Stop payment initiation;	• Wire Transfer Capability
• ACH capability (with additional contract)	

Other services may be available from time to time in the future. By using these services as they become available, you agree to be bound by the terms and conditions contained in the Agreement. Notification of the availability of these services will be made on City National Bank & Trust Co.’s website: www.cnbok.com

- You will allow the bank a reasonable amount of time to complete your enrollment once you submit the necessary forms, including the Enrollment Form and *CityNET* Banking Resolution form. You will allow the bank a reasonable amount of time to process any service requests you make through the *CityNET* banking network.
- Once you have completed the Enrollment Form and *CityNET* Banking Resolution form and you have selected a passcode/personal identification number (PIN) for access to the *CityNET* banking network, you will be solely responsible for the use of the *CityNET* banking system by anyone who utilizes your correct passcode. City National Bank & Trust Co. will have no duty to further verify the identity of any *CityNET* banking system user with a valid passcode. City National Bank & Trust Co. will act on instructions received under your passcode.
- In addition to account information reporting, you may request access to certain Funds Transfer Services as described below. If you request the ability to use the Funds Transfer Services described, the following conditions shall apply:
 - ACH Transfers - You acknowledge that the ACH feature of the Service is an alternate entry system for issuing funds transfer requests to the Automated Clearing House network, thus an additional application and approval by the bank is required. A separate ACH Agreement between you and the bank is also required. This ACH Agreement shall govern the acceptance and liability for all ACH transfer request.
- As the appropriate authorized representative of the Business Client of _____ (Company name), you are solely responsible for maintaining the addition or deletion of any users of the *CityNET* banking system with access to your passcode.
- City National Bank & Trust Co. has the right to monitor and review all banking activity conducted on its *CityNET* banking system.
- You will be responsible for any service charges accrued in your use, or use by any user with access to your passcode.

These service charges may be deducted from your account. A schedule of *CityNET* banking service charges is available at any branch or on City National Bank & Trust Co.’s website: www.cnbok.com. The bank reserves the right to change the charges, fees or other terms described in this Agreement.

- You agree that neither City National Bank & Trust Co. nor any *CityNET* service providers you utilize to access City National Bank & Trust Co.’s *CityNET* banking network shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or *CityNET* browser or *CityNET* access providers, or any virus or other similar item that might be received in connection therewith. Neither the bank nor any service provider will be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of City National Bank & Trust Co.’s *CityNET* banking network, regardless of whether we have been notified of the possibility of such damages.

- You agree that the bank is not responsible for any damage occasioned by instructions the bank receives from a user using your correct passcode. You authorize the bank to act on all instructions received under your passcode and to deduct any service charges directly from your account balance as accrued. You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with your correct passcode. This includes liability for City National Bank & Trust Co.'s costs to collect the deficit including reasonable attorneys' fees. The bank reserves the right to discontinue the *CityNET* banking network, or any of *CityNET* referenced in this Agreement, at any time.
- This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Oklahoma.
- The applicable account disclosure statements also govern each of your accounts at City National Bank & Trust Co..
- The bank reserves the right to change the charges, fees or other terms or conditions set forth in the Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement, send notice to you at the address shown in our records and post the update on City National Bank & Trust Co.'s website: www.cnbok.com

ENROLLMENT FORM

This Enrollment Form is part of the Agreement between you and the bank regarding your use of the City National Bank & Trust Co.'s *CityNET* banking network. The terms of the Agreement are incorporated herein by reference.

- Appointment of Administrator: You hereby appoint, and City National Bank & Trust Co. is hereby authorized to establish and issue separate passcodes (which are required to be changed upon initial access to City National Bank & Trust Co.'s *CityNET* banking network) for the following Administrator who has maintenance authority over your passcodes.
- Authorization to Issue Passcodes: At the direction of the person named below as your Administrator, or at the direction of any person named as your Administrator in the future, you hereby authorize City National Bank & Trust Co. to issue one or more passcodes for use with City National Bank & Trust Co.'s *CityNET* banking network, as set forth in the Agreement, which the bank may amend from time to time.

Name of Administrator

Title of Administrator

Administrator's Email Address

If administrator is not available, please contact _____, _____
Name Title
by email at _____.

Signature of Principal Owner/CEO/Board Chairperson

Date

CityNET Business Banking Fee Schedule

CityNET Business Banking Value:	Product Features:
<p>*Monthly Fee: No Fee Applies</p>	<ul style="list-style-type: none"> ■ Balance Reporting ~ provides summary information at a glance and also allows a drilldown into additional detail for a specific account. For added convenience and utility, the Account Summary format is customizable. ■ Detail Transaction Reporting~ allows the capability of pulling reports. Specific criteria can be established such as date range or by check numbers. ■ Balance Alerts ~ allows the company to keep track of account activity by setting up alerts to be received by e-mail when an account level exceeds a set threshold. ■ On Screen Check Images ~ provides an image of the front and back of an item that has cleared an account. ■ Account – to – Account Transfers (Book Transfers) ~ enables the company to establish manual or scheduled transfers (recurring) between accounts. ■ Online Customer Service ~ provides a direct contact request form for check reorders, account research, photocopy request, and bill pay research. ■ Bill Pay ~ convenience of paying bills 24 hours a day, seven days a week online. No more stamps or envelopes.* ■ Stop Payments ~ allows the business to place a stop payment request and submit directly to City National Bank & Trust Co.. Stop Payment activity can also be viewed, which will allow the business to verify if the request has been processed or denied.* ■ Financial Analysis Reports ~ Generates reports based on type of payments. ■ Download Financial Information ~ ability to export to Quickbooks Quicken, etc.
CityNET Business Banking Premier:	Product Features:
<p>One-Time Setup Fee: \$75.00</p> <p>Monthly Fee: \$25.00</p>	<ul style="list-style-type: none"> ■ CityNET Business Value ■ ACH Origination ~ enables the company to establish ACH files to be submitted directly for processing. ACH function is commonly used to expedite direct deposit of payroll. ■ Wires ■ Set up includes <ul style="list-style-type: none"> • One complimentary NACHA Guideline book. (Additional copies may be obtained from City National Bank at a price of \$35.00 each.) • Up to five hours of on-site/telephone training (Valid for 180 days after contract.) (Additional training hours are available at a rate of \$25.00/hr.)
Other Services/Fees	
<p>ACH Fees: \$0.10 per ACH item ACH Returns: \$0.50 per correction ACH Chargeback: \$2.00 ACH Credit back: \$2.00 Corrective Services: \$25.00</p> <p>Per item charges:</p> <ul style="list-style-type: none"> • Stop Payments - \$30.00 • ODL Fees \$25.00 	

*Please see your checking account agreement and account disclosures to determine whether additional fees may apply.